

THE WEST CHESTER CYCLING CLUB

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“RELEASE”)

In consideration of being permitted to participate in any way the bicycle ride or other activity or event sponsored by The West Chester Cycling Club and West Chester Cycling Classic, LLC described below (a “Bicycling Activity” or “Activity”) I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE**, agree, and represent that I understand the risks involved in participating in Bicycling Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are expected. I further agree and warrant that if at any time I believe that conditions are to be unsafe, I will immediately discontinue further participation in the Activity.

2. **FULLY UNDERSTAND that:** (a) **THE ACT OF PARTICIPATING IN BICYCLING EVENTS AND, SPECIFICALLY, THE ACTIVITY, INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“RISKS”)**; (b) these Risks and dangers may be caused by my own actions, or inactions in the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, **or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW**; (c) there may be **OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES** either not known to me or not readily foreseeable at this time; **and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I** incur as a result of my participation in the Activity.

3. **HEREBY RELEASE, DISCHARGE, AND AGREE NOT TO SUE** The West Chester Cycling Club (“WCCC”), West Chester Cycling Classic, LLC (“Cycling Classic”), Chamber of Commerce of Greater West Chester (the Cycling Classic’s corporate owner), the directors and officers of any of the foregoing entities (including, but not limited to any persons involved in organizing and promoting the Activity), the foregoing entities’ agents, officers, and volunteers, other participants, any other sponsors, advertisers, promoters, and if applicable, owners and lessors of any premises on which the Activity takes place, (each considered one of the “RELEASEES” herein) **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES INCURRED AS THE RESULT OF MY PARTICIPATION IN BICYCLING ACTIVITY (INCLUDING, BUT NOT LIMITED TO CLAIMS, LOSSES, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE), AND FURTHER INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE** that if, despite this **RELEASE, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES** from any litigation expenses, attorney fees, loss, liability, damage, or cost which any of the Releasees may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENTS OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY RELATING TO THE BICYCLING ACTIVITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PROTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE OF IT, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Initial Here _____

Event Description West Chester Cycling Club Community Rides Date: July 11, 2011

By: _____
(signature)

Printed Name: _____

In case of Emergency, Please contact:

Name: _____

Address: _____

Phone Number: _____

**MINOR PARTICIPANT'S ACKNOWLEDGEMENT, RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (“ACKNOWLEDGEMENT”)**

Full Name of Child: _____ Date of Birth: _____

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of _____ (Child). My Child is fit and capable to participate in the Bicycling Activity described in the West Chester Cycling Club Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement to which this Acknowledgement is attached (the “Release”). All terms and provisions of the Release are specifically incorporated into this Acknowledgement. **I HAVE READ AND I UNDERSTAND THE RELEASE AND CONSENT TO MY CHILD’S PARTICIPATION IN THE BICYCLING ACTIVITY DESCRIBED IN THE RELEASE.** In consideration of allowing my Child to participate, I consent to the Release and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD, our heirs, legal representatives, and assignees. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in Bicycling Activity, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or others. I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the Bicycling Activity.

I hereby state that I am the legal guardian of the child identified above and that I am authorized to make this decision. I have read and understand the above stated information.

Parent or Guardian's Name (Printed)

Signature of Parent or Guardian

Date Signed

Cell /Home Number