

## **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT**

I wish to participate in League of Michigan Bicyclists (“LMB”) sponsored bicycling activities (“Activity”).

### **WARNING**

Bicycling can be a hazardous activity. There are many dangers and risks associated with bicycling including, but not limited to injury or even death resulting from collisions with pedestrians, animals, vehicles, other cyclists, and fixed or moving objects, dangers arising from surface hazards such as debris, potholes, man made objects or poor road conditions, equipment failure, weather conditions, infectious diseases, proximity to water, negligence of myself and/or others, and the stress from physical activity. The Activity will be conducted over public roads and other facilities that are open to the public during the Activity and upon which the hazards of traveling are to be expected. If at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

### **HEALTH AND SAFETY**

I understand that bicycling requires physical conditioning, and I represent that I am in sound physical condition and that I have no physical, mental, or medical condition that would endanger others or myself. I shall not exceed my physical capacity or personal limits. I shall wear an ANSI, Snell, ASTM or CPSC-approved helmet. I (1) can ride a bicycle; (2) have read the informational package for the Activity; (3) have read the LMB booklet “What Every Michigan Bicyclist Must Know;” (4) am familiar with all applicable laws; (5) have read and agree to comply with the Participant/Rider Handbook and (6) agree to comply with all LMB rules, and local, state and federal ordinances, statutes and laws.

### **COVID-19**

I hereby acknowledge and understand that the novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization and is reported to be extremely contagious and easily spread through air, person-to-person contact, and contact with contaminated objects. People can be infected and show no symptoms yet still spread the disease. I understand that COVID-19 can cause serious and potentially life-threatening illness and even death.

By signing this Waiver, I hereby acknowledge and agree that LMB is taking appropriate and reasonable steps to hold all of its Activities, including this Activity, in a safe and healthy manner in consideration of its attendees and participants. However, I acknowledge and understand that the LMB does not make any guarantees that I will not become exposed to, or infected by, COVID-19 while attending or participating in the Activity. Due to the contagious nature of COVID-19, I voluntarily assume the risk that I may become exposed to, or infected by, COVID-19 at the Activity and that such exposure or infection may result in illness, disability, and/or death.

By signing this Waiver, I knowingly and voluntarily agree to follow all required and relevant federal, state, local, and LMB guidelines, recommendations, and rules to maintain the health and safety of Activity participants. These safety and health guidelines include, but are not limited to, wearing a mask during the Activity, practicing social distancing by keeping at least six feet between myself and other persons at all times, and regularly using personal sanitation methods such as hand sanitizer. I acknowledge that failure to comply with these practices may result in exposure to, or contraction of, COVID-19 and may put others at risk. On the day of the Activity, or just prior to, I acknowledge and agree that I will fully and truthfully fill out and sign any additional waivers, releases, and/or questionnaires that may be required of me by the LMB as a condition to participating in the Activity.

By signing this Waiver, I acknowledge and agree that I will not attend nor participate in the Activity if I have experienced any illness or COVID-19 related symptoms within any of the fourteen (14) days immediately prior to the Activity. Such symptoms include, but are not limited to, cough, fever, higher than normal temperature, abnormal fatigue, abnormal body aches/pain, shortness of breath, nausea and/or loss of taste or smell. I will not attend the Activity if I have tested positive for COVID-19, or if I have been in contact with any person that has tested positive for COVID-19 or shown COVID-19 related symptoms, within any of the fourteen (14) days immediately prior to the Event. If I display symptoms commonly related to COVID-19 during the Activity, I agree that LMB may, in its sole discretion, instruct me to immediately leave the Activity premises for the remainder of the Activity, which I will promptly comply with.

By signing this Waiver, I acknowledge and understand its intent and for myself, my heirs, executors, administrators and representatives do hereby agree to absolve and hold harmless LMB, all Activity vendors, and all individuals and organizations connected with the Activity in any way, together with their respective successors and assigns, from and against any liability arising from me being exposed to, or infected by, COVID-19. I understand that if I am found to have contracted or been exposed to COVID-19 as a result of attendance of the Activity, then a court of law or third-party mediator or arbiter shall find that I have waived my right to a claim against the LMB. I further agree to indemnify, defend, and hold harmless LMB from any claim that may arise from, or relate to, me exposing any individual to COVID-19.

## **ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION**

I fully understand that: (a) bicycling activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death (“Risks”); (b) these Risks may be caused by my own actions or inactions, 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. **I fully accept and assume all Risks, other risks and dangers, also assume responsibility for losses, costs and damages I incur as a result of my participation or that of the minor in the Activity.** IN CONSIDERATION of being permitted to participate in any way in the Activity, I, for myself, my personal representatives, assigns, heirs and next of kin, **hereby release, discharge and covenant not to sue** LMB, its respective administrators, directors, agents, officers, members, volunteers and employees, contractors, sponsors, other participants, any sponsors, advertisers and, if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the “Releasees” herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the “Releasees” or otherwise, including negligent rescue operations. I further agree that if, despite this Release And Waiver Of Liability, Assumption Of Risk And Indemnity Agreement (the “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 may incur as a result of such claim.

By signing this Waiver, I acknowledge and understand its intent and for myself, my heirs, executors, administrators and representatives do hereby agree to absolve and hold harmless LMB, all Activity vendors, and all individuals and organizations connected with the Activity in any way, together with their respective successors and assigns, from and against any liability arising from me being exposed to, or infected by, COVID-19. I understand that if I am found to have contracted or been exposed to COVID-19 as a result of attendance of the Activity, then a court of law or third-party mediator or arbiter shall find that I have waived my right to a claim against the LMB. I further agree to indemnify, defend, and hold harmless LMB from any claim that may arise from, or relate to, me exposing any individual to COVID-19.

I understand and agree that LMB at its sole discretion, has the right to cancel or reroute all or any part of the Activity due to the occurrence of any force majeure event or credible threat thereof, including but not limited to any Act of God, government action or inaction, fire, earthquake, acts of civil or military authority, casualty, flood, war, terrorist attack, epidemic, infectious disease, insurrection, civil unrest, strikes or other labor activities or any other similar cause beyond the reasonable control of LMB, including environmental conditions that might threaten the health and safety of Activity participants, volunteers or staff. I understand and agree that my registration fees and other costs will not be refunded by LMB if all or any portion of an Activity is canceled or rerouted due to a force majeure event. I will release and hold LMB harmless for any costs or damages incurred as result of cancellation or rerouting of an Activity due to a force majeure event.

### **REMOVAL FROM ACTIVITY**

I understand and agree that I may be removed from the Activity if I do not obey the laws of Michigan, the rules, or do not wear a bicycle helmet while bicycling. I understand and agree that I may be removed from the Activity by LMB if they believe that my continued participation may endanger or be detrimental to myself, other individuals or LMB. I understand that I may be asked to leave the Activity in the event that I come down with a contagious illness or display symptoms of a contagious illness. I understand that LMB may ask me to leave the Activity for inappropriate behavior. Furthermore, I understand that if I am asked to leave the Activity I forfeit all monies and fees. I understand and agree that if I am asked to leave the Activity, I will do so immediately at my own expense.

### **PUBLICITY RELEASE**

I agree that LMB may share information, photographs and video about my participation in this Activity to promote bicycling and the work of LMB with the media and in LMB publications, including, but not limited to: LMB website, social media, video images and print advertisements. I relinquish in perpetuity any right, title, or interest I may have in the finished images and grant LMB the right to give or transfer these images.

I agree that if I give images or video from my personal device to LMB, including but not limited to downloading or uploading photographs or video onto LMB social media, websites or emails, they may be used to promote bicycling and the work of LMB with the media and in LMB publications, including, but not limited to: LMB website, social media, video images and print advertisements. I grant LMB the right to give or transfer these images.

I have read this agreement, fully understand its terms, acknowledge that participation in this Activity is contingent upon my signing this waiver, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

\_\_\_\_\_  
PRINTED NAME of Participant

\_\_\_\_\_  
SIGNATURE of Participant

\_\_\_\_\_  
Date

**IF PARTICIPANT IS UNDER 18**

The undersigned is the legal parent or guardian of the Participant(s). I agree that I or another competent adult will accompany the Participant at all times, including but not limited to riding on the road and traveling in SAG vehicles. The Participant has read the above agreement. I represent that the Participant (1) can ride a bicycle, is in sound physical condition, and has no physical or medical condition that would endanger the minor or others; (2) has read the informational package for the Activity; (3) has read the LMB booklet "What Every Michigan Bicyclist Must Know;" (4) is familiar with all applicable laws; and (5) will comply with all rules and laws. I agree to indemnify and hold harmless the "Releasees" for all expenses incurred due to the participation by the Participant on whose behalf I am signing this agreement, including medical and legal or other expenses, and hold harmless all other participants, even if it is the negligent acts of any of the "Releasees" or others that caused the injury or death, loss or damage, to the fullest extent permitted by law.

As the legal parent or guardian of the Participant, I fully understand the policies "Remove from Activity" and "Publicity" release apply to the Participant. I have read this agreement, fully understand its terms and acknowledge that participation in this Activity is contingent upon my signing this waiver for the Participant.

As the legal parent or guardian of the Participant, I make all agreements, representations, acknowledgments and releases on behalf of that minor. I represent that I am the Participant's parent or guardian. The release set forth in the assumption of risk, release and indemnification paragraph on page one of this agreement shall be to the fullest extent permitted under MCL 700.5109(2).

\_\_\_\_\_  
PRINTED NAME of MINOR Participant

\_\_\_\_\_  
PRINTED NAME of Responsible Adult

\_\_\_\_\_  
SIGNATURE of Responsible Adult

\_\_\_\_\_  
PRINTED NAME of Legal Parent or Guardian

\_\_\_\_\_  
SIGNATURE of Legal Parent or Guardian

\_\_\_\_\_  
Date