

**ASSUMPTION OF RISK,  
WAIVER AND RELEASE OF ALL CLAIMS,  
INDEMNIFICATION, and IMAGE/AUDIO RELEASE  
AGREEMENT for \_\_\_\_\_**

Please read this form carefully and be aware that in signing it and participating in the \_\_\_\_\_ on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (hereinafter "RIDE"), you will be expressly assuming the risk and legal liability, and waiving and releasing all claims for injuries, damages, or loss which you might sustain as a result of participating in any and all of the activities connected with and associated with the RIDE.

In consideration of being permitted to participate in the RIDE, I, for myself, my heirs, personal representatives, successors, and assigns, intend to be legally bound, and agree as set forth below:

**SECTION 1. ASSUMPTION OF RISK**

I have fully informed myself of all of the details of the RIDE and have received satisfactory answers to all questions I have concerning the RIDE. I believe and represent that I have the necessary abilities, skills and knowledge to participate in the RIDE, that I am in good physical condition, and that I am fully capable of riding a bicycle for the duration of the RIDE. I recognize and acknowledge that while participating in the RIDE, I may encounter hazards posed by other bicycle riders, pedestrians, vehicular traffic, and/or road conditions. I recognize and acknowledge that the RIDE involves risks of bodily injury, including but not limited to spinal cord or head injuries; death; and property loss. I hereby agree to, and do assume responsibility for all risks, known and unknown, of any injuries, including permanent injury and death, of any property loss, and of all expenses, costs, damages, and losses that I may sustain as a result of participating in any and all activities connected with or associated with the RIDE.

**I REALIZE THE IMPORTANCE OF WEARING A HELMET AND I HEREBY COMMIT TO WEARING A HELMET AT ALL TIMES WHILE RIDING A BICYCLE DURING THE RIDE.**

**SECTION 2. WAIVER AND RELEASE OF CLAIMS**

I hereby agree to, and do waive, release and relinquish all claims, demands, rights of action, damages, liabilities and controversies of every kind known and unknown, present and future, to the fullest extent permitted by law, that I may have against \_\_\_\_\_, *The Wheaton Bicycle Advisory Committee*, and *The City of Wheaton* and their corporate authorities, elected and appointed officials, officers, boards, commissions, legal counsel, insurers, employees, agents, successors and assigns arising out of or resulting from, or alleged to arise out of or result from my participation in the RIDE.

**SECTION 3. INDEMNIFICATION**

A. To the fullest extent permitted by law, I shall and hereby agree to defend, save, indemnify, and hold \_\_\_\_\_, *The Wheaton Bicycle Advisory Committee*, and *The City of Wheaton*, and their corporate authorities elected and appointed officials, officers, boards, commissions, legal counsel, insurers, employees, agents, successors and assigns, harmless from and against any injury, claim, demand, suit, judgment, liability, obligation, debt, damages, or penalty (the "Claims") arising out of or resulting from, or alleged to arise out of or result from my actions, negligence, or misconduct in connection with the RIDE, including but not limited to any claim which arises on account of any first aid treatment, or medical service rendered in connection with my participation in the RIDE.

B. I shall, and hereby agree to pay all expenses incurred by \_\_\_\_\_, *The Wheaton Bicycle Advisory Committee*, and *The City of Wheaton*, in defending themselves with regard to the above Claims, including without limitation, all out-of-pocket expenses, attorneys' fees, court costs, and reasonable expenses of defending against any such Claims, including the reasonable value of any services rendered by any employee or agent of the \_\_\_\_\_, *The Wheaton Bicycle Advisory Committee*, and *The City of Wheaton*.

#### 4. IMAGE/AUDIO RELEASE

I give \_\_\_\_\_, *The Wheaton Bicycle Advisory Committee*, and *The City of Wheaton*, the right to make visual recordings, audio recordings, still images and/or otherwise capture material of me during the RIDE for use in any promotional materials, publications and media, and I further agree that such material will become the property of \_\_\_\_\_, *The Wheaton Bicycle Advisory Committee*, and *The City of Wheaton* and will not be returned. I waive the right, for myself to inspect or approve any use of such material and any right to royalties or other compensation arising or related to the use of the material.

#### 5. SEVERABILITY

I agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

I, as an individual participating in the RIDE, have read this form fully and I am aware that by signing this form and by participating in the RIDE, I am relinquishing substantial legal rights, including the right of financial recovery for injury, whether the injury results from the inherent risks of the activity or from the ordinary negligence of \_\_\_\_\_, *The Wheaton Bicycle Advisory Committee*, and *The City of Wheaton* ("Releasees") arising out of my participation. I am voluntarily participating in the RIDE and I am executing this form on my own free will and without any reservation whatsoever, with the full intent of **Assuming the Risks** as noted in Section 1 above; **Waiving and Releasing** the Releasees for injury or loss as set forth in Section 2 above; **Agreeing to Indemnify** in accordance with Section 3 above; **Authorizing the Image/Audio Release**.

Printed Rider Name: \_\_\_\_\_

Rider Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_ Phone Number: \_\_\_\_\_

#### PARENTAL CONSENT FOR RIDERS UNDER 18:

I, the undersigned, am the parent and/or guardian and/or designated accompanying adult rider of the participating minor and hereby give my permission and consent voluntarily and freely for my child/the minor to participate in the \_\_\_\_\_ on \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_. I have read the above Assumption of Risk, Waiver and Release of all Claims, Indemnification, and Image/Audio Release Agreement for the RIDE in its entirety and have full knowledge and understanding of the terms and obligations thereof and of the legal significance of those terms and obligations for myself and for the participating minor. I hereby consent to the minor's participation in the RIDE and agree for myself and for the minor that each of us are individually bound to each and every term and condition hereof, including, without limitation, my express release, discharge, covenant not to sue on the minor's behalf and AGREE TO INDEMNIFY AND HOLD HARMLESS \_\_\_\_\_, *The Wheaton Bicycle Advisory Committee*, and *The City of Wheaton* (the "Releasees") from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and I further agree that if, despite this agreement, I, the minor or anyone on the minor's behalf makes a claim against any of the Releasees, I SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost any Releasee may incur as a result of such claim.

Printed Minor Rider's Name: \_\_\_\_\_ Age on Date of Ride: \_\_\_\_\_

Minor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Parent/Guardian: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Accompanying Adult Rider Printed Name: \_\_\_\_\_

Accompanying Adult Rider Signature: \_\_\_\_\_ Date: \_\_\_\_\_