

**ACCIDENT WAIVER AND RELEASE OF LIABILITY**

In consideration of being permitted to participate in any way in the **Alabama Randonneurs or Montgomery Bicycle Club** (Activities or Activity) I, for myself, my representatives, assigns, successors, and heirs represent and agree as follows:

I acknowledge that this athletic event or Activity is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all of the risks of participating &/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person. 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 to be expected. If at any time I believe conditions to be unsafe I will immediately discontinue further participation in the activity.

I acknowledge that this Accident Waiver and Release of Liability (AWRL) form will be used by the event holders, sponsors and organizers, in which I may participate and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me or my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS:

**Bruce Herbitter, The Alabama Randonneurs and The Montgomery Bicycle Club**, and RANDONNEURS USA, (RUSA) their directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, event directors, event volunteers; (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during this event.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and or illness during this event.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and or assigns.

This AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I hereby certify that I have read this document; and, I understand it's content. I understand that I have given up substantial rights by signing this AWRL and have signed it freely and without any inducement or assurance of any nature.

**PARENT GUARDIAN WAIVER FOR MINORS (Under 18 years old)**

The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

| <u>PRINT NAME</u> | <u>AGE</u> | <u>SIGNATURE</u>                                    | <u>DATE</u> |
|-------------------|------------|---|-------------|
|                   |            | If under 18 years old, parent or guardian must sign |             |
| _____             | _____      | _____   | _____       |
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