

**Voluntary Waiver, Release and Indemnity Agreement**

In consideration of Rotary Clubs of the Morongo Basin (members of Rotary International) allowing the undersigned to participate in this event, and permitting transportation of myself and a bicycle from Twenty-nine Palms to Yucca Valley High School, for the purpose of participating in this event.

I (please print your name) \_\_\_\_\_, for myself, my representative, heirs and assigns hereby **FOREVER RELEASE AND DISCHARGE** Rotary Clubs of the Morongo Basin, Rotary International from any and all liabilities claims, demands or causes or actions that I may hereafter have for any injuries or damages arising out of my participation in biking or passenger transportation activities, whether or not arising out of or incident to this event, including but not limited to losses **CAUSED BY THE NEGLIGENCE OF ROTARY**, or by hidden, latent or obvious defects on the premises or in the equipment provided or in the equipment or transportation used.

Initial \_\_\_\_\_

I understand and acknowledge that biking in general, and particularly racing, have inherent dangers that no amount of care, caution, instruction or expertise can eliminate. **I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH, PERSONAL INJURY OR PROPERTY DAMAGE SUSTAINED WHILE PARTICIPATING IN TRANSPORTATION AND BIKING OF ANY TYPE**, including but not limited to variations or changes in surface, lighting or weather conditions, power surges, sudden stops, or by hidden, latent, or obvious defects on the premises or in the equipment used. I also recognize that other participants and spectators pose a danger to me and **I VOLUNTARILY ACCEPT ALL RISKS** connected with or arising from my participation in biking and transportation, whether or not incidental to my participation in this event, and whether from known or unknown causes.

Initial \_\_\_\_\_

**I HAVE DETERMINED** that any equipment I use for the sport of biking is adequate and appropriate for use in bike activities. I also understand and accept that neither Rotary Clubs of the Morongo Basin, nor any of the event sponsors will make any evaluation nor determining of my abilities nor of the appropriateness of any portion of my equipment.

Initial \_\_\_\_\_

As an **EXPRESS CONDITION** of being permitted to participate in this event, I represent that I have observed races and rides of the type I now seek to participate in and have had the opportunity to inspect the race, racing surfaces, access roads, trail marking, barriers or lack thereof, lighting or lack thereof and weather conditions. Whether or not I have exercised the foregoing opportunity, I further understand and accept that each of the foregoing conditions, as well as the contestants, participants and spectators pose a danger to me. I know, fully appreciate, and understand the scope, nature and extent of the risks involved in bicycle racing.

Initial \_\_\_\_\_

As a further express condition of being permitted to participate in this event, I agree, for myself and for my heirs, assigns and representatives not to sue the Rotary Clubs of the Morongo Basin, any event sponsor or any of their respective owners, officers, directors, members, agents or employees, and not to initiate or assist the prosecution of any claim for damage or cause of action which I or my heirs, assigns or representatives may have by reason of my suffering any personal injury, death or damage or destruction to my property arising from the activities contemplated by this agreement.

Initial \_\_\_\_\_

I agree for myself and my heirs, representatives and assigns to **INDEMNIFY AND HOLD HARMLESS ROTARY CLUBS** from any and all losses, claims, actions, causes of action, or proceedings of any kind which may be initiated by myself or by any other person or organization, including demands for damages, judgments, costs, loss of services, or expenses, arising from the activities contemplated by this agreement, including but not limited to reasonable attorney fees.

Initial \_\_\_\_\_

I hereby grant permission to **ROTARY CLUBS** to use my image appearing in any photographs, videotape, motion picture, or any other media for any advertising or promotional purposes whatsoever, in perpetuity throughout the world.

Initial \_\_\_\_\_

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Signature Today's Date Date of Birth Age

On behalf of the above person, who is **A MINOR**, I agree for aid minor and for myself to be bound by all terms and conditions of the foregoing agreement, including to **INDEMNIFY AND HOLD HARMLESS ROTARY CLUBS** as set forth above.

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Signature of parent, Guardian or Responsible Today's Date Age

Party if participant is less than 18 years of age

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Responsible Party Address City State Zip Phone Number