

Sanibel Bicycle Club Application and Release/Waiver of Liability

Name: _____ Spouse Name: _____

Preferred Mailing Address: _____

City: _____ State: _____ ZIP: _____ Phone: (____) _____

Email Address: _____

Annual Dues (1/1 - 12/31) Single \$20___ Family \$25___ New Member___ Renewal___

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

IN CONSIDERATION of being permitted to participate in any manner in any activities sponsored by the Sanibel Bicycle Club, Inc. ("Club"), I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. With respect to any Club Activity, I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the Club, its administrators, directors, agents, officers, members, volunteers and employees, other participants, any sponsors, advertisers and owners and lessors of premises on which the Activity occurs, each of whom is considered to be a "Releasee" 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" INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite my execution of this instrument, 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 any Releasee may incur as a result of the claim.
2. The foregoing release does not apply to intentional torts, commercial providers of services, commercial establishments in which the Club conducts any Activity including, but not limited to, restaurants and banks, commercial lessors of facilities in which the Club holds any Activity, and any governmental entity; provided, however, that in circumstances in which the Club has indemnified or agreed to hold harmless from liability any of the aforementioned persons, this release shall apply without limitation to the Club, its officers and members.
3. In voluntarily signing this release, I understand that Club Activities may be dangerous and involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death ("Risks"), that Club activities may be conducted over public roadways, and that such Risks may be caused or exacerbated by the negligence of any of the Releasees named above, and I DO HEREBY ASSUME ALL SUCH RISKS including social and economic losses.
4. I represent that I am in good health, qualified to participate in such Activities and that I promise that if at any time I believe conditions to be unsafe, I will immediately discontinue participation in such Activity.
5. I have read this agreement, understand its terms, am aware that I have given up substantial rights by signing it, and have signed it without any inducement or assurance of any nature. I agree that if any portion of this instrument is held to be invalid, the remainder, notwithstanding, shall continue in full force and effect.

Signature of Applicant _____ Date _____

Signature of Spouse (if family membership) _____ Date _____

MINOR RELEASE

I, the minor's parent and/or guardian, understand the nature of bicycling activities and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. With respect to any Club Activity, I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON THE MINOR'S ACCOUNT caused or alleged to be caused in whole or in part by the negligence of the "Releasees" including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the Releasees named above, I, on behalf of the minor, agree to 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 the result of any such claim.

Signature of Parent/Guardian _____ Date _____

MAIL SIGNED FORM TO SANIBEL BICYCLE CLUB, INC., P.O. BOX 951, SANIBEL, FL 33957