

**PV BIKE CHICKS, INC. ("PVBC")  
RELEASE AND WAIVER OF LIABILITY ("Agreement")**

IN CONSIDERATION of being permitted to participate in any bicycle rides and related activities ("**Cycling Activities**") sponsored or organized by PV Bike Chicks, Inc. ("**PVBC**") sponsored Bicycling Activities, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. I represent, warrant, acknowledge and agree that:
  - a. I am at least 18 years of age, and I understand the nature of Cycling Activities and that Cycling Activities involve **risks** and **hazards**.
  - b. The Cycling Activities will be conducted over public roads and facilities open to the public upon which the hazards of travelling are to be expected.
  - c. If at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Cycling Activity.

**Initial:** \_\_\_\_\_

2. I am qualified, in good health, and in proper physical condition to participate in Cycling Activities. I fully understand that CYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("**Risks**").
  - a. These Risks may be caused by my own actions, or inactions, the actions or inactions of others, the condition(s) or location(s) in which the Cycling Activity takes place, or the negligence or misconduct of others.
  - b. There may be other Risks, either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Cycling Activities.

**Initial:** \_\_\_\_\_

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the PVBC, its directors, agents, officers, members, other participants, and any sponsors or advertisers (each considered one of the "**Releasees**") FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES arising while I am involved in a Cycling Activity and CAUSED OR ALLEGED TO BE 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, 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 the result of such claim.

**Initial:** \_\_\_\_\_

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR COERCION. I intend this Agreement to be a complete and unconditional release of liability to the greatest extent allowed by law. If any portion of this Agreement is held to be invalid that the balance shall continue in full force and effect.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Birthday (mo/day):** \_\_\_\_\_ (year optional)

**Emergency Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Emergency Contact Relationship:** \_\_\_\_\_