

WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT



In consideration of being allowed to participate in any way in the Mission Cycling program or its related events and activities, I, _____, the undersigned (“Participant”), hereby acknowledge and agree:

1. Activities sponsored by or associated with mission cycling (the “activities”) include, but are not limited to, any and all cycling, training, racing, marshaling, officiating, social activities and coaching. The risk of injury from the activities is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. I acknowledge that I understand the nature of the activities and that i am qualified, in good health, and in proper physical condition to participate in such activities. I further acknowledge that the activities may be conducted over public roads and other facilities upon which the hazards of traveling are to be expected. If at any time I believe conditions of the activities to be unsafe, I will immediately discontinue further participation and notify mission cycling.

2. The risks and dangers related to the activities may be caused by my own actions or inactions, the actions or inactions of others, the condition in which the activities take place, or the negligence of the released parties. There may be other risks and social and economic losses 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 any losses, costs, and damages I incur as a result of my participation in the activities. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the released parties or others, and assume full responsibility.

3. I, for myself and on behalf of my heirs, successors, assigns, personal representatives and next of kin, hereby forever release, indemnify, and hold harmless mission cycling, and all it's respective agents, officers, directors, organizers, employees, team members, sponsors, promoters, affiliates, and, if applicable, owners and lessors of premises used for the activity (collectively, the “released parties”), for any and all claims or damages to person or property associated with my presence or participation, whether arising from the negligence of the released parties or otherwise, to the fullest extent permitted by law. I unconditionally waive, release, indemnify, discharge, and forever hold harmless all of the released parties from any and all claims (including but not limited to claims regarding any injury, disability, death, economic loss, or loss or damage to person or property) relating to my presence at or participation in the activities. I will indemnify, save and forever hold harmless each of the released parties from any and all litigation, expenses, attorney fees, loss, liability, damage, or cost they may incur as the result of any such claim.

4. I agree never to initiate or in any way assist any suit or action at law or claim for relief against the released parties, which I or my successors may have by reason of injury to me or to my property arising from the activities.

5. I have read this waiver and release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

6. This agreement shall be construed according to the law of the state of california without regard to conflict of law provisions. If any portion of this agreement is held to be invalid, the remaining provisions shall continue in full force and effect.

Print Your Name

Signature

Date

If under 18 years of age:

Parent or Guardian's Name

Parent or Guardian's Signature

Date