

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (“Agreement”)

In consideration of being permitted to join and participate in the Sussex Cyclists, Inc. sponsored Bicycling Activities (“Activity”), I, for myself, my personal representatives, assigns, heirs, and next of kin:

1) *ACKNOWLEDGE*, agree, and represent that I understand the nature of Bicycling Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity, and that I have read and understand and will conduct myself in accordance the current Club Group Ride Rules on the Sussex Cyclists website (www.sussexcyclists.org). 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. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2) *FULLY UNDERSTAND* that: (a) *BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH* (“Risks”); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the conditions under which the Activity takes place, or *THE NEGLIGENCE OF OTHERS WHO MAY PARTICIPATE AND/OR HAVE A ROLE IN THE ACTIVITY (THE “RELEASEES” INDICATED BELOW)*; (c) there may be *HEALTH, MEDICAL AND 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 LOSSES, COSTS, AND DAMAGES* I may incur as a result of my participation in the Activity or that of any minor who is brought to or participates in the Activity.

3) *HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Sussex Cyclists, Inc.,* their administrators, directors, ride leaders, volunteers, agents, officers, members and employees, other participants, any sponsors or advertisers, (each considered one of the “RELEASEES” 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” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE* that if, despite this *RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY 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 a result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING OR OTHERWISE INDICATING THAT I HAVE AGREED TO IT, AND HAVE SIGNED AND/OR AGREED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.