

## **CHARLOTTE BICYCLE COMMUTER MENTOR PROGRAM Release, Waiver and Assumption of Risk**

I, \_\_\_\_\_ (also referred to as the Participant"), hereby acknowledge and agree that in consideration of being permitted to participate in above referenced program (hereinafter referred to as the "Program") organized and operated by Program Organizers (hereinafter referred to as the "Organization") and volunteer Mentors, (hereinafter referred to as the "Mentors"):

1. I do hereby release the Program Organization or Mentors, or any of its members, officers, managers, directors, employees, independent contractors, agents, affiliated clubs, and volunteers from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in, the Program, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of the Program Organization or Mentors, or any of its members, officers, managers, directors, employees, independent contractors, agents, affiliated clubs, and volunteers.
  
2. And, I hereby acknowledge and agree:
  - a) that cycling, especially on public roadways with other vehicular traffic, exposes participants to many risks and hazards, some of which are inherent in the very nature of the activity itself, others which result from human error and negligence on the part of the persons involved in preparing, organizing, and staging cycling events and other activities;
  - b) that, as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss;
  - c) that some of the aforesaid risks and hazards are foreseeable, but others are not;
  - d) that I nevertheless freely and voluntarily assume at the aforesaid risks and hazards, and that, accordingly, my preparation for, and participation in the Program shall be entirely at my own risk;
  - e) that I understand that neither the Program Organization and Mentors, nor any of its members, officers, managers, directors, employees, independent contractors, agents, affiliated clubs or volunteers assume any responsibility whatsoever for my safety during the course of my preparation for or participation in the Program;
  - f) that I have carefully read this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement, that I fully understand same, and that I am freely and voluntarily executing same;
  - g) that I understand clearly that by signing this release I will be forever prevented from suing or otherwise claiming against the Program Organization and Mentors, its members, officers, managers, directors, employees, independent contractors, agents, affiliated clubs or volunteers for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for any of the Program whether or not such

loss or injury is caused solely or partly by the negligence of the Program Organization and Mentors or any of the its members, officers, managers, directors, employees, independent contractors, agents, affiliated clubs or volunteers;

- h) that I have been given the opportunity and have made a personal decision whetherto seek independent legal advice prior to signing this agreement;
- i) that I consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during my participation in the Program;
- j) that I understand clearly that the Program Organization and Mentors will not permit me to participate in the Event unless I sign this RELEASE, WAIVER, AND ASSUMPTION OF RISK AGREEMENT, and that the terms of this Agreement need not be brought to my attention by the Event Organization at any time after I sign this Agreement;
- k) that the term "sign" in this Agreement includes executing a signature or any otherpositive action of agreement in writing or electronically;
- l) that I am at least 18 years of age; and
- m) that this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement is binding on myself, my heirs, my executors, administrators, personal representatives and assigns.

This agreement must be presented to the Participant's assigned Mentor at or before the initial meeting between the Mentor and the Participant.

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_