

2008 Easton Fun Day Bicycle Tour Entry Blank and Release Form

TO THE ORGANIZER: Please accept my entry in the following Bicycle Tour class:

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING THE TOWN OF EASTON, THE EASTON POLICE DEPARTMENT AND THEIR RESPECTIVE AGENTS, EMPLOYEES, MEMBERS, SPONSORS, PROMOTERS, AND AFFILIATES (COLLECTIVELY "RELEASEES") FROM LIABILITY. This ENTRY BLANK AND RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.

In consideration of the releasees or the Town of Easton's issuance of a license to me or the acceptance of my application for entry in the above event, I freely agree to and make the following contractual representations and agreements.

I acknowledge that cycling is an inherently dangerous sport and fully realize the dangers of participating in a bicycle event and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation, the following; the dangers of collision with pedestrians, vehicles, other cyclists, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, **THE RELEASEES OWN NEGLIGENCE**, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with athletic cycling events.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS AND PROMISE NOT TO SUE AND INDEMNIFY**, the Releasees and the sponsors of this event, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, officials, and employees through or by which the events will be held, (the foregoing are also collectively deemed to be Releasees), **FROM ANY** and all rights and **CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES OWN NEGLIGENCE**, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the event, or travel to or return from the event.

I agree it is my sole responsibility to be familiar with the course, the Releasees rules, and any special regulations for the event. I understand and agree that situations may arise during the tour which may be beyond the immediate control of the tour officials or organizers, and I must continually ride so as to neither endanger myself or others. I accept responsibility for the condition and adequacy of my competition equipment. I will compete wearing a helmet which satisfies the requirements of the tour committee and that can protect against serious head injury, and assume all responsibility and liability for the selection of a helmet. I have no physical or medical condition which to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in this event.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any other provision herein or as consent to any subsequent waiver or modification.

Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Today's Date _____

Name (print) _____, email address: _____

Address _____ City _____ State _____ Zip _____

Whom to notify in case of an emergency _____ Phone (_____) _____

Signature of entrant _____ Date _____

Distance I plan to ride: 22 miles _____ 65 miles _____ 100 miles _____

Registration \$25 per rider by May 20, 2008 \$30 after May 20, 2008 and the day of the ride

Short sleeve T-shirt size S _____ M _____ L _____ XL _____ XXL _____

Total

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of _____ (Child). My Child is fit for the event, and I consent to my Child's participation. **I**

HAVE

READ AND I UNDERSTAND THE COMPETITION AND RELEASE AGREEMENT. In consideration of allowing my Child to participate, I consent to

it and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD**, my heirs, legal representatives, and assignees. **I HEREBY**

RELEASE AND

SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY that I or my Child

may allege against the Releasees (including reasonable attorney's fees and costs) as a direct or indirect result of injury to me or my Child because of my Child's

participation in the race, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. **I PROMISE NOT TO SUE**

RELEASEES on

my behalf or on behalf of my child regarding any claim arising from my Child's participation in this event.

Signature of parent or guardian _____ Date _____

Please return this completed form along with payment to: Cycle Sport Club 31609 Miller Rd, Cordova, MD. 21625. Please make checks payable to: Cycle Sport Club-Bike Ride