

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



Date: \_\_\_\_\_ Mileage: \_\_\_\_\_ Donations: \$ \_\_\_\_\_ Start Location: \_\_\_\_\_

IN CONSIDERATION of being permitted to participate in any way in **Akron-Canton Spin Offs Weight Loss Bicycle Club** (“Club”) sponsored Bicycling Activities (“Activity”) I, for myself, my personal representatives, assigns, heirs, and next of kin:

- 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. I further acknowledge that the Activity will be conducted over public roads, trails 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; and that I will wear an ANSI- or SNELL-approved helmet while riding my bicycle in the Activity.
- 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, or the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) 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 LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.
- HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** the Club, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (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 Releases, 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.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE 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.

I certify that the information on this form is true, complete, and correct.

PARTICIPANT’S SIGNATURE	PRINTED NAME	DATE
1. _____	I HAVE READ THIS RELEASE	_____
2. _____	I HAVE READ THIS RELEASE	_____
3. _____	I HAVE READ THIS RELEASE	_____
4. _____	I HAVE READ THIS RELEASE	_____
5. _____	I HAVE READ THIS RELEASE	_____
6. _____	I HAVE READ THIS RELEASE	_____
7. _____	I HAVE READ THIS RELEASE	_____
8. _____	I HAVE READ THIS RELEASE	_____
9. _____	I HAVE READ THIS RELEASE	_____
10. _____	I HAVE READ THIS RELEASE	_____
11. _____	I HAVE READ THIS RELEASE	_____
12. _____	I HAVE READ THIS RELEASE	_____

Witness/Ride Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_

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**INSTRUCTIONS**

- All Ride Coordinators must use a Waiver of Liability and Accident / Incident Report for every advertised club activity.
- Each participant of the club’s activity must sign the front of this document for each ride.
- The document must be carried by the leader during the ride/event.
- The Accident / Incident Report must be completed at the conclusion of the ride.

**ACCIDENT / INCIDENT REPORT**

Accidents, however minor, must be reported. This is the legal record for the ride and can be used if legal action is brought against the Ride Coordinator, club organizers or other riders. Please use additional paper if required.

1. Were there any accidents or other incidents that occurred during the ride?  No  Yes
- a. If “No”, please sign, date and return this form.
- b. If “Yes”, please answer the following questions, sign, date and return this form.  
Please notify club organizers of any accidents/incidents within 24 hours.
2. Explain the accident(s) and incident(s) below.

2. Were Police called?  No  Yes
3. Were Emergency Medical Services called?  No  Yes
4. Did rider seek medical care?  No  Yes
5. Was rider able to continue with ride?  No  Yes
6. Was a Motorist or Pedestrian involved?  No  Yes
7. Was there a Police encounter?  No  Yes
8. Name, address, phone number(s) of person(s) involved in accident/incident:

9. Witness(es) name(s) and phone number(s):

10. Action taken, additional comments:

All Waiver of Liability and Incident Reports must be returned within 30 days to: Tom Bilcze, 409 Roland Hills Drive, Mogadore, OH 44260. **In the event of an accident, please return with 24 hours and e-mail club organizers.**

Witness/Ride Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_