

City of Port Townsend Public Library Waiver and Release

In consideration for being permitted to participate in any bicycle ride or event sponsored by or associated with the City of Port Townsend, I agree to and acknowledge the following, which includes a release of liability:

1. I understand the nature of the bicycling-related activities involved and state that I am qualified to participate in such activity. I 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, including but not limited to poor pavement, permanent obstructions, and temporary obstacles, are to be expected. I acknowledge that the City has directed or recommended that I take any specific route during this event. I further agree that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. I hereby consent to emergency medical treatment if I am injured while participating in the event.

3. I give permission to the City of Port Townsend to use my image (if taken during the event) without payment, for materials related to the City of Port Townsend Public Library.

4. I 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 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 known to me or not readily foreseeable now; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur because of my participation in the activity.

5. I hereby release, discharge, covenant not to sue, and agree to indemnify and hold harmless the City of Port Townsend, its officers, employees, volunteers, agents, other participants, any sponsors, advertisers, and, if applicable, owners and releasers of premises on which the activity takes place (each considered one of the "releasees") from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or part by the negligence of the releasees or otherwise, including negligent rescue operations.

6. This Waiver and Release is intended to be binding on me, my family, my heirs, my estate, my legal representatives and assigns.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND AND AGREE TO ITS TERMS.

Addendum for minor participants:

1. I authorize emergency medical treatment for the minor registering and I accept full responsibility for all medical expenses incurred as a result of the minor participating in the event.

2. I, the minor's parent and/or legal guardian, understand the nature of bicycling activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity.

3. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold Harmless each of the releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations. I further agree to indemnify each of the releasees from any future claim by the minor named below.

I have read the above agreement and accept the terms: _____

DATE: _____

Adult Participant Name: _____

Adult Participant Signature: _____

Minor's Name and age: _____

Minor's Parent And/Or Legal Guardian's Name: _____

Minor's Parent And/Or Legal Guardian's Signature: _____