

NAME: _____

ADDRESS: _____

MOBILE PHONE: _____ HOME PHONE: _____

EMAIL ADDRESS: _____

I _____ understand and agree that my participation in events, programs, races, or activities organized, operated, conducted and/or sanctioned by the Durham Cycling Club Inc. is conditional upon my execution of this document.

1. I am aware that cycling involves the possibility of injury or death.
2. I accept these risks, and all others arising from these events and programs, even if arising from the **NEGLIGENCE, GROSS NEGLIGENCE OR NEGLIGENT RESCUE** by those associated in any way with the **Durham Cycling Club Inc.** events and programs I may be involved in, the venues at which these events and programs takes place or by those organizing, officiating, or participating in these events and programs throughout the year, including their respective officers, directors, employees, agents, servants, volunteers, members and representatives (the "Releasees").
3. I understand that all applicable rules for participation must be followed and that **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, including my physical and emotional preparation and fitness to participate in all events and programs throughout the year.
4. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time, at any event or program, I feel unable or unfit to safely continue for any reason.
5. I give, a **FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I have, or may have in the future, against the **Durham Cycling Club Inc., and all other Releasees** *from all liability for any loss damage, injury or expense that I may suffer as a result of my participation in any part or parts of the events or programs or my presence at any venue at which they may take place, due to any cause whatsoever including the forms of negligence set forth in paragraph 2 above or from any breach of contract or statutory duty or other duty of care including any duty of care owed under the relevant Occupier's Liability Act, on the part of the Releasees.*
6. **I AGREE NOT TO SUE** the releasees described in paragraph 2 and I further agree **TO INDEMNIFY AND SAVE HARMLESS** the Releasees from all expenses, fees, liability or damage award or cost of any type whatsoever arising from my participation in these events or programs.
7. I have read the club's Safe Group Riding Guidelines available on the club web site and have watched the safety video.
8. I agree not to use the name of Durham Cycling Club Inc. for personal financial gain.
9. The executive can deny or withdraw membership to any individual whose conduct or ability interferes with other members.
10. I understand that a "club ride" is defined to be a ride duly sanctioned by the executive or it's designate and posted on the ride calendar on the Durham Cycling Club Inc. website. A club ride shall commence at the designated start point and end at the designated end point. Any ride not so authorized and posted (for example a ride posted by a member on crank chatter) shall not be considered a club ride and shall be conducted solely at the risk of the participants.
11. I understand that riding to the start point of any club ride or deviating from the prescribed route on any club ride shall be conducted solely at the risk of the member.
12. I understand that the consumption of alcohol or any other substance which might impair the physical or mental ability of a member is strongly discouraged by the Durham Cycling Club Inc. and the consumption of alcohol or such other above described substance during any club ride shall be solely at the risk of the member.
13. By signing this document and being granted membership in the Durham Cycling Club Inc., I consent to my name, cellular phone number and email address being posted on the protected club membership and I further consent to my picture being taken or a video being made containing my image strictly for the use and enjoyment of members of the Durham Cycling Club Inc.. I understand that my picture of a video containing my image may be posted on the secure Durham Cycling Club Inc. website or be shown at club functions. The posting of pictures or videos taken of members on social networking sites or for any use other than described in this section is strictly prohibited.

I HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY. I am aware that by signing this agreement I am waiving substantial legal rights (on my behalf and on behalf of my heirs, executors, administrators and next of kin), including the giving up of my right to sue.

SIGNATURE: _____ DATE: _____