

Safe Cycling Fair & Bike Rodeo Waiver and Release of Liability

Greeneville Hiking and Cycling Club (GHCC)

Greeneville Parks and Recreation (GP&R) & Wheel Sports (WS)

As a requirement to participate in any way in the Greene County Safe Cycling Fair's (the "Program") activities as organized and conducted by the Greeneville Hiking and Cycling Club at the Greeneville Parks and Recreation Center, I, my minor children and/or minor children under my legal guardianship, (individually and collectively referred to as "Participants") agree to the following:

Assumption of Risk

Participants assume all responsibility for their own safety while participating in the Program. Participants understand that the Program may involve activities which are physically demanding and could subject them to stress, anxiety and possible hazards, not all of which can be foreseen (including maintenance and conditions of roadways, parking lots, and trails). Participants further understand that participation in the Program is completely voluntary and Participants assume the risk of any and all injuries that may occur to them and any and all damages to their property as a result of participation in the Program, INCLUDING INJURIES THAT MAY RESULT FROM THE GHCC's, GP&R's or WS's OWN NEGLIGENCE.

Waiver and Release

Participants RELEASE, WAIVE, FOREVER DISCHARGE AND HOLD HARMLESS, AND AGREE NOT TO SUE GP&P, GHCC, WS and/or their officers, members, volunteers, attorneys, related entities, successors, sponsors, and assigns (collectively, the "Indemnitees") from any and all liability, claims, causes of actions, and demands of any kind or nature, either in law or in equity, which arise now or in the future in connection with their participation in the Program. Participants understand and agree that this Release discharges the Indemnitees from any liability or claim that Participants may have against the Indemnitees with respect to bodily injury, personal injury, illness, death, or property damage that may result from their participation in the Program, howsoever arising or caused, including THROUGH THE NEGLIGENCE OF INDEMNITEES. Participants expressly waive any right to a trial by judge or jury that Participants may otherwise have with regard to any claim or liability related to Participants' participation in the Program.

Medical Treatment

Participants consent to release and forever discharge the Indemnitees from any liability or claim whatsoever which arises or may later arise on account of any medical services rendered in connection with their participation in the Program. Participants agree that if they any have potentially relevant medical conditions and/or allergies to carry a form of identification that details these conditions at all times during the Program's activities.

Equipment

Participants understand and agree that neither the GHCC, GP&R nor WS are in any way responsible for installing, delivering, repairing, reclaiming, disposing of, maintaining, or replacing any equipment for their use during the Program. Participants further agree to fully comply with all safety or other local, state, or federal laws, regulations, and codes in connection with the equipment.

Photo and Media Release.

Participants grant the GHCC, GP&R and WS all rights, title, and interest in any and all photographs, images, video, or audio recordings of them or their likeness or voice made in connection with the Program. Participants understand and agree that they will not receive compensation for any use of such material.

Broad Release Intended.

PARTICIPANTS EXPRESSLY AGREE THAT THIS RELEASE IS INTENDED TO BE AN UNCONDITIONAL RELEASE OF THE GHCC, GP&R and WS OF ALL LIABILITY AND TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF TENNESSEE and that this Release shall be governed by and interpreted in accordance with the laws of the State of Tennessee. Participants further agree that in the event any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

BY SIGNING MY NAME BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY IN ITS ENTIRETY AND, IN CONSIDERATION FOR THE RIGHT OF MYSELF AND/OR MY MINOR CHILDREN OR MINOR CHILDREN UNDER MY LEGAL GUARDIANSHIP TO PARTICIPATE IN THE PROGRAM, I IN GOOD FAITH MAKE THE RELEASES AND WAIVERS AND ASSUME THE RESPONSIBILITIES CONTAINED HEREIN. I ACKNOWLEDGE THAT I HAVE HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF MY CHOOSING, AND THAT I FREELY AGREE TO THE TERMS EXPRESSED IN RETURN FOR PARTICIPATION IN THE PROGRAM. IF PARTICIPANT IS UNDER 18, ALL PARENTS OR GUARDIANS ATTENDING MUST SIGN:

Parent/Guardian's Full Name(s) _____ (Print)

E-mail _____ Phone Number _____

Child's Full Name _____ (Print) Child's Full Name _____ (Print)

(ADD ADDITIONAL CHILDREN'S NAMES AS NEEDED)

Parent/Guardian Signature(s) _____ Date _____