PANHANDLE PEDALERS CYCLING CLUB MEMBERSHIP FORM
RELEASE FORM & WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY & PARENTAL CONSENT AGREEMENT

IN CONSIDERATION of being permitted to participate in any way in **PANHANDLE PEDALERS CYCLING CLUB**'S Club sponsored Bicycling Activities ("Activity") I, for myself, my personal representatives, assigned heirs, and next of kin:

1. 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 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.

2. 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, the actions or inactions of others participating in the Actively, 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 the 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 or that of the minor in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE PANHANDLE PEDALERS CYCLING 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 DEMANDS 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 Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability damage, or cost any which may incur as the result of any such claim.

4. HEREBY grant the Panhandle Pedalers Cycling Club permission to use my likeness in a photograph in any and all of its publications, including website entries, without payment or any other consideration.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, 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.

PRINTED NAME OF PARTICIPANT: _____ DATE: _____

PARTICIPANTS SIGNATURE (only if age 18 or over): _____

PRINTED NAME AND SIGNATURE OF SPOUSE (if applicable):_____

FOR ALL CHILDREN WHO ARE LESS THAN 18 YEARS OF AGE, SIGN RELEASE FOR MINORS BELOW

_____

Street **City** **State** **Zip**

PARTICIPANTS BIRTH DATE: _____ TELEPHONE: (_____)_____-_____

EMAIL: _____ _____ I would like to get my newsletter by e-mail

I am interested in: ____ Touring ____ Social Riding ____ Mountain Biking ____ Training ____Racing ____Other

Annual Dues start January 1st - (Circle) **Mail To:** Panhandle Pedalers Cycling Club, P.O. Box 1358, Charles Town, WV 25414

- Individual Membership $10.00/ year
- Family Membership $20.00/ year
- PP Velo Club (Racing Club) $10.00/ year (must also be a member of PPCC and send separate checks)

RELEASE FOR MINORS

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, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. 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 MINORS ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY WHICH MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

NAMES OF MINOR PARTICIPANTS_____

PRINTED NAME OF PARENT OR LEGAL GUARDIAN_____

SIGNATURE OF PARENT OR LEGAL GUARDIAN_____ DATE_____