

JohnnyRide 2010

Release from liability

I acknowledge that by signing this document I release the Durand Heritage Foundation, Inc. and its officers, members, and affiliates (Foundation) from liability from my participation in JohnnyRide 2010.

I acknowledge that cycling is an inherently dangerous activity and fully realize the dangers of participating in JohnnyRide 2010 and fully accept the risks associated with such participation, including by way of example and not limited to, the following: the danger of collision with pedestrians, vehicles and other riders, of conditions, and of the possibility of serious physical and/or mental trauma or injury associated with cycling.

For myself, my heirs, executors, administrators, legal representatives, and successors in interest (collectively "successors") I hereby waive, release, discharge, hold harmless, promise not to sue and indemnify the Foundation, participants in JohnnyRide 2010, any promoting organization, property owners, law enforcement agencies, all public entities, special districts, properties and their respective agents, officials and employees through or by which JohnnyRide 2010 will be held (collectively the "released parties") from any and all rights claims, including claims which may hereafter accrue to me and from any and all damages that may be sustained by me directly or indirectly in connection with, or arising out of my participation in or association with JohnnyRide 2010, or in travel to or return from JohnnyRide 2010. I agree that I am personally liable for the expense of any injuries or damages to myself and/or to any property and hereby release the Foundation from any liability which may arise from my participation in JohnnyRide2010, and will file any claim (including attorney's fees) arising from such injuries or damages with my personal insurance carrier.

I agree it is my sole responsibility to be familiar with the ride course and any special regulations for the event. I understand and agree that situations may arise during JohnnyRide 2010 which may be beyond the immediate control of the event organizers, and I must continually ride so as not to endanger either myself or others. I accept responsibility for the condition and adequacy of my equipment. I will ride wearing a helmet which satisfies the requirements of ANSI standards and that can protect against serious head injury, and assume all responsibility for and liability for selection of such a helmet. I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in JohnnyRide 2010, or which would interfere with my ability to participate in this event.

I agree for myself and my successors that the above representations are contractually binding and are not mere recitals, and that should I or my successors assert a claim in contravention of this agreement, the assenting party shall be liable for the expenses (including legal fees) incurred by either party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and with any provision herein or as a consent to any subsequent waiver or modification.

Name of emergency contact (print)	
WORK phone of emergency contact	
HOME phone of emergency contact	
Rider's signature	
Rider's Name (Printed)	
Rider's Address	
Today's date	

Consent & Release of Parent or Guardian

- This area must be signed if participant is under age 18.
- Participants under age 18 must be accompanied by an adult biking partner on JohnnyRide 2010.

I, the parent or guardian of _____ (child), do hereby affirm that this child is fit to ride and do consent to this child's participation. I have read and understood the agreement and release of liability. In consideration of allowing this child to participate, I consent to it and agree that its terms shall likewise bind me, this child, my heirs, legal representative and assignees. I hereby release and shall defend, indemnify and hold harmless all the release parties from every claim and liability that I or this child may allege against the released parties (including reasonable attorney's fees or costs) as a direct or indirect result of injury to me or this child due to this child's participation in JohnnyRide 2010, to the weather, or to the neglect of the released parties or others. I promise not to sue the Durand Heritage Foundation Inc. and its officers, members, and affiliates or any released party on my behalf or on behalf of this child regarding any claim arising from this child's participation in JohnnyRide 2010.

Name of parent or guardian (please print)	
Signature of parent or guardian	
Today's date	
Work phone of parent or guardian	
Home phone or parent or guardian	

