

WAIVER, CONSENT, RELEASE, DISCLAIMER, AND ASSUMPTION OF RISK AGREEMENT

By signing this form, I, on behalf of myself, and my heirs, assigns, and next of kin, hereby enter into this Waiver, Consent, Release, Disclaimer, and Assumption of Risk Agreement (the "Agreement") IN CONSIDERATION OF my being able to participate in any way in a Riverside Bicycle Club, Inc., a California non-profit corporation ("RBC") sponsored bicycling activity (the "Activity"):

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity 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 weather, vehicular traffic, and 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 VIRAL INFECTIONS, BACTERIAL INFECTIONS AND OTHER COMMUNICABLE DISEASES AND ILLNESSES, PERMANENT DISABILITY, PARALYSIS, BRAIN DAMAGE, 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 Activity, the conditions 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 this 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 in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE RBC, its respective administrators, directors, agents, officers, members, 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 DAMAGES 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 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 which any may incur as the result of such claim. I ACKNOWLEDGE THAT RBC IS ADMINISTERED BY VOLUNTEERS RATHER THAN PAID PROFESSIONALS.

I ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF CALIFORNIA AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS DEEMED TO BE INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

For internal and external use, RBC may obtain, compile and use contact information, photographs and audiovisual recordings of me. I consent to such uses and hereby waive all rights to approval and compensation.

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I hereby agree to abide by the RBC Articles, Bylaws, rules, regulations, policies, and philosophies as available at <http://www.riversidebicycleclub.com>, as may be amended from time to time, and all decisions and directions of the Board, officers, and/or ride leaders, and I understand that I may be removed as a member at any time with or without cause.

I HAVE READ THIS AGREEMENT AND I FULLY UNDERSTAND THE TERMS OF THE AGREEMENT AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND AGREEING TO SAID TERMS. I SIGN THIS AGREEMENT FOR MYSELF AND ON BEHALF OF MEMBERS OF MY FAMILY AND AGREE TO THESE TERMS FREELY AND VOLUNTARILY, AND WITHOUT INDUCEMENT.

I agree to use an electronic signature and that any physical or electronic copy of this Agreement and its attachments can be used as if it was an original.

I am an adult of the age of majority in California. I agree to the terms and conditions hereof shall apply to all of my participation in the Activities, regardless of the year in which such participation takes place unless superseded by a new Agreement.

PARTICIPANT'S SIGNATURE

PRINTED NAME

DATE _____

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