

WALK, RUN AND ROLL EVENT

Brattleboro Walk-In Clinic

Release and Waiver of Liability, assumption of risk, indemnity

And Parental Consent Agreement

(“AGREEMENT”)

IN CONSIDERATION of being permitted to participate in any way in Brattleboro Walk-In Clinic sponsored Bicycling Activities (“Activity”) I for myself, my personal representatives, assigns, 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) BYCYCLING 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 Activity, 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 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 DISCHARGE, COVENANT NOT TO SUE AND RELEASE Brattleboro Walk-In Clinic, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, and sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered to be 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 RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I or anyone on my behalf, makes a claim against any other the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any and all allegations, expense, attorney fees, loss, liability, damage, or cost which any Releasee may incur as the result of such claim.

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 PORTIONS OF THIS AGREEMENT ARE HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PARTICIPANT’S SIGNATURE

PRINTED NAME OF PARTICIPANT

DATE

If participant is under 18, after participant signs above, a parent and/or legal guardian must also sign below.

AND I, THE MINOR’S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BICYCLING ACTIVITIES AND THE MINOR’S EXPERIENCES AND CAPABILITIES AND BELIEVE THAT MINOR TO BE QUALIFIED 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 MINOR’S 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 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, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY’S FEES, LOSS, LIABILITY, DAMAGE, OR COST ANY RELEASEE MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PARENT/GUARDIAN SIGNATURE
(IF PARTICIPANT UNDER AGE 18)

PRINTED NAME OF PARENT/GUARDIAN

DATE