

Downriver Cycling Club Membership Application and Renewal

All members must have a current signed waiver on file with the Membership Chairperson
Dues are \$10.00 per Household per calendar year or part thereof. Send check or money order payable to: Downriver Cycling Club
to: Attention Membership Chairperson, P.O. Box 811, Trenton, Michigan 48183

Name _____ Over 18? Yes ___ No ___

Street _____ City _____ Zip _____

Telephone: Day (_____) _____ Evening (_____) _____ Cell (_____) _____

Email Address _____

Preferred method to receive your Newsletter, The Spoke n Word: _____ Mailed to you by regular mail

_____ Notice via email that the newsletter is in on-line in PDF format

ASSUMPTION OF RISK, RELEASE OF LIABILITY, COVENANT NOT TO SUE, AND INDEMNITY AGREEMENT

IMPORTANT!!

PLEASE READ CAREFULLY BEFORE SIGNING

I realize that activities of the Downriver Cycling Club ("DCC") involve bicycling, which can be a HAZARDOUS activity. There are many dangers and risks associated with bicycling including, but not limited to, injury or death resulting from collision with pedestrians, vehicles, other cyclists, and fixed or moving objects; dangers arising from surface hazards such as pot holes or poor road conditions, equipment failure, inadequate safety equipment; conditions stemming from weather; the negligence of myself or others, and trauma or injury arising with the stresses caused by physical exertion. This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while participating in activities of the DCC. I recognize that bicycling requires physical conditioning and I represent that I am in sound physical condition and that I have no physical or medical condition that would endanger either others or myself. I am fully capable of participating in activities of the DCC.

I understand that DCC activities are often conducted over public roads and facilities open to the public and upon which the hazards of traveling are to be expected. I acknowledge that the DCC has no responsibility for the condition or maintenance of the roads or facilities upon which DCC activities are conducted. I agree to accept responsibility for the condition of my bicycle and I **agree to wear an ANSI, Snell, ASTM or CPSC-approved helmet** while on my bicycle during DCC bicycling activities. I have adequate health, disability, and life insurance for my family and me.

I agree, as a consideration of, and in consideration for, being accepted as a member of the DCC, to freely and expressly assume and accept any and all risks of injury or death to me, or property loss or damage, including injury, death, loss or damage attributable to the negligence of the DCC and its sponsors, promoters or affiliated organizations, and their respective agents, directors, officers, volunteers and employees (the "Released Parties").

I also agree to release and forever discharge the Released Parties from any and all responsibility or liability for all injuries or damages that result, either directly or otherwise, from my participation in, or attendance at any DCC activity. I agree not to make a claim against or sue the Released Parties for injuries or damages relating to bicycling or any other DCC activity. I further agree to indemnify and hold harmless the Released Parties for all expenses incurred due to my participation in any DCC activity, including medical and legal or other expenses. As liquidated damages, I hereby agree that if any of the Released Parties are forced to defend any action, lawsuit or litigation by me, my executors, or my heirs on my behalf, I agree to pay the Released Parties' costs and attorney fees if they successfully defend such action, lawsuit or litigation.

If I am injured or become ill, I give permission for transportation to any medical facility, hospital and I consent to and authorize the provision of emergency first aid or medical treatment. I agree to be solely responsible for any costs related to such first aid or treatment.

I further agree to allow all photographs, video and/or any digital images reproduced in association with DCC activities to be used in any way by DCC, and release all claim to rights in and to those images. I permit the DCC or other Released Parties to re-use, publish, and republish photographs or pictures of me or in which I may be included, in whole or in part, or composite or distorted in character or form, without restriction.

I am aware that this is a release of liability and a contract between myself and the DCC and I am signing it freely and of my own accord and I recognize and agree that it is binding upon myself, my heirs and assigns, and in the event that I am signing it on behalf of any minors, I have full legal authority to do so, and realize the binding effect on this contract on them, as well as on myself. In this Release, the use of personal pronouns such as "I," "me", and "my" shall be deemed to include any minor on whose behalf I am signing it. Should a court of competent jurisdiction declare any sentence, clause, paragraph, or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

I, THE UNDERSIGNED, HAVE CAREFULLY READ THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY AND COVENANT NOT TO SUE AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND AND AGREE TO ITS CONTENTS.

Print Name _____

Signature _____ Date _____

Signature of Parent or Guardian:

Print Name of Parent or Guardian _____

Signature _____ Date _____

Name of Minor _____ Age of Minor _____

