

**ASSUMPTION OF RISK AGREEMENT, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT**

*Please read carefully before signing*

**The Signatures of all Riders, Non-riders, SAGs and Truck Drivers are required in order to participate in PALM.**

I realize that PALM (Pedal Across Lower Michigan) involves bicycling, which can be a HAZARDOUS activity. There are many dangers and risks associated with bicycling including, but not limited to, property damage, personal injury or death resulting from collision with pedestrians, vehicles, other cyclists, and fixed or moving objects; dangers arising from surface hazards such as potholes 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. 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 understand that PALM is conducted over public roads and facilities open to the public and upon which the hazards of traveling are to be expected. I agree to accept responsibility for the condition of my bicycle and **I agree to wear an ANSI, Snell, ASTM or CPSC-approved helmet at all times while on my bicycle during PALM.**

I agree, as a consideration of, and in consideration for, being a participant of PALM, to freely and expressly assume and accept any and all risks of injury or death to the rider, or property loss or damage, including injury, death, loss or damage attributable to the negligence of PALM 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 injuries or damages that result, either directly or otherwise, from my participation in, or attendance at PALM. I agree not to make a claim against or sue the Released Parties for injuries or damages relating to bicycling or any other activities related to PALM. I further agree to indemnify and hold harmless the Released Parties for all claims against the Released Parties or expenses incurred by the Released Parties which are due to my participation in PALM, including any legal or other expenses.

If I am injured or become ill, I consent to and authorize the provision of emergency first aid or medical treatment and I agree to be solely responsible for any costs related to such first aid or treatment. I consent to abide by the decision of PALM or its representatives as to my fitness to continue to ride and I will stop riding if they request it.

I further agree to allow all photographs, video, and/or digital images reproduced in association with PALM to be used in any way by PALM, and release all claim to rights in and to those images. I permit PALM 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 PALM 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 of 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.

**THE UNDERSIGNED HAVE CAREFULLY READ THIS ASSUMPTION OF RISK AGREEMENT, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT. I FULLY UNDERSTAND AND AGREE TO ITS CONTENTS.**

Signature of participant \_\_\_\_\_ Date \_\_\_\_\_

Signature of participant \_\_\_\_\_ Date \_\_\_\_\_

Signature of participant \_\_\_\_\_ Date \_\_\_\_\_

Signature of participant \_\_\_\_\_ Date \_\_\_\_\_

Signature of participant \_\_\_\_\_ Date \_\_\_\_\_

**ADDITIONAL SIGNATURES REQUIRED FOR PARTICIPANTS UNDER 18 YEARS OF AGE:**

**PARENT/GUARDIAN PERMISSION:**

I, as a parent/guardian of the above named minor(s), hereby give my permission and consent voluntarily and freely for my child to participate in PALM. I further agree individually and on behalf of my child to the above terms after having fully read and understood the terms.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Participants **under 18** years of age **not accompanied by a parent/guardian** must be accompanied by a responsible adult rider who will assume the duties of a parent. This sponsoring adult must sign the following statement accepting this responsibility.

**SPONSOR'S SIGNATURE:**

I accept full responsibility for the following minors on this year's PALM bike tour. \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_