

# Sun City Cycling Club Release (waiver) of Liability

DATE: November 25, 2022 RIDE: Annual Opt.Outside Black Friday Century

THIS IS AN IMPORTANT DOCUMENT THAT WAIVES YOUR LEGAL RIGHTS.

## RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND WAIVER OF CONSTITUTIONAL RIGHTS

In consideration of my participation in any way in the **Sun City Cycling Club** ("Club") sponsoring bicycle activities ("Activity"), I do for me, my personal representatives, assigns, heirs, and next-of-kin:

1. AGREE, represent, acknowledge, and understand the nature of bicycle 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 hazards of traveling are to be expected.
2. FURTHER AGREE and warrant that at any time if I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
3. FULLY UNDERSTAND that (a) BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF POTENTIAL CONTACT WITH INFECTIOUS DISEASES, 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 or gross negligence of "Releasees" as designated herein; (c) there may be other risks and other social and economic losses either not known to me or not readily foreseeable at this time; (d) 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.
4. HEREBY RELEASE, discharge, and covenant not to sue the Club, any of its directors, agents, officers, members, volunteers, and employees, any other participants, sponsors, advertisers, and, if applicable, any owners or lessors of the premises on which the Activity takes place, and the League of American Wheelmen (all collectively defined as "Releasees"), 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 THE NEGLIGENCE IN RENDERING ANY KIND OF CARE WHATSOEVER.
5. FURTHER AGREE that despite this Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement and Waiver of Constitutional Right, I, or anyone on my behalf, makes a claim against any of Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney's fees, loss, liability, damage, or cost which any may incur as the result of this claim.
6. FURTHER AGREE that as a participant in any Club activity, I must obey all Arizona traffic laws and must wear at all times an ANSI, ASTM, or Snell-approved helmet.
7. FURTHER AGREE, acknowledge, and understand that this release and Waiver of Liability, Assumption of Risk, Indemnity Agreement and Waiver of Constitutional Right, shall be applicable to any and all Club activity from this date forward regardless of whether I remain a member of the Club and expressly agree that this "Agreement" is intended to be applicable to any Club activity in which I participate from the date of the execution of this Agreement.
8. RELEASE, WAIVE and otherwise disavow any protection of Article 18, Section 5, of the Arizona Constitution, which allows for the defenses of contributory negligence or assumption of the risk to be a question of fact and to be left for the jury consideration and expressly acknowledge that the waiver of this constitutional right and the execution of this release shall forever bar my rights to make a claim, sue or otherwise file any type of litigation against Releasees.
9. **FULLY UNDERSTAND AND ACKNOWLEDGE** that the Club insurance **ONLY COVERS FIRST-TIME INVITED GUESTS and CLUB MEMBERS.**
10. Further agree to adhere to the policies of Sun City Cycling Club as posted on their website [www.suncitycycling.com](http://www.suncitycycling.com) and as listed below:
  - I agree to wear a bicycle helmet at all times during SCCC bicycle events when riding a bicycle.
  - I agree to obey all traffic laws at all times during any SCCC event.
  - I agree to the club's COVID-19 policies and applicable state and federal mandates, guidelines, laws. Etc.
  - I consent to permit emergency medical treatment in the event of injury or illness.
  - I give full permission for the use of my name and photograph in connection with an SCCC event.
11. **I agree to properly wear a mask while on church property and abide by proper social distancing guidelines while on church property and during the event.**

**I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY 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. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. I EXPRESSLY ACKNOWLEDGE WAIVING THE AFOREMENTIONED CONSTITUTIONAL RIGHT.**

Date: \_\_\_\_\_

Signature \_\_\_\_\_

### Please Print the following information:

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mobile Phone Number: \_\_\_\_\_ Email address: \_\_\_\_\_

## Emergency Contact Information:

Emergency Contact Person's Name: \_\_\_\_\_

Relationship: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_