

# Sun City Cycling Club

**DATE: July 26-27, 2024 RIDE: 12 Hours of Sun City Challenge**

**Mail form and payment to:**

**Janet Swarstad, 7641 W Dahlia Drive, Peoria, AZ 85381 or email it to [janetsw@cox.net](mailto:janetsw@cox.net)**

**THIS IS AN IMPORTANT DOCUMENT THAT WAIVES YOUR LEGAL RIGHTS. RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND WAIVER OF CONSTITUTIONAL RIGHT**

In consideration of my participation in any way in the Sun City Cycling Club ("Club") sponsored 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 **COVERS ONLY FIRST TIME INVITED GUESTS and CLUB MEMBERS.**

10. Additionally, I agree to adhere and comply with the following required guidelines and regulations as a condition to participate in this event.

**IN ADDITION:**

1. All riders required to sign liability waiver and agree to rules below.
2. All riders will be required to wear a helmet while on the bicycle. No exceptions.
3. All riders required to have a front light and rear light that meets or exceeds state law requirements. No exceptions.

4. Please respect the church's regulations and facilities; they are being provided free of charge.
5. Riders agree to attach their bib number tag to their bicycle or themselves.
- 6.. Riders agree to not ride in groups larger than ten.

Date: 07/26-27,2024

Signature

## REGISTRATION AND ENTRY FEES

Received before July 16, 2024  
\$40.00

Received after July 16,2024  
\$50.00

**Total Payment Enclosed:**  
\$ \_\_\_\_\_

**Checks Payable to Sun City Cycling Club**

### Credit Card Information

Name on Card: \_\_\_\_\_

Card Type: Visa \_\_\_ MC \_\_\_ Discover \_\_\_

Card Number: \_\_\_\_\_

Expiration date: \_\_\_/\_\_\_

Card Security Code: \_\_\_\_\_

Billing Address Zip Code: \_\_\_\_\_

**Will show as charge to Bikers' Edge.**

## Please Print the following information:

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

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

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Mobile Phone Number:

\_\_\_\_\_

Email address:

\_\_\_\_\_

Sun City Cycling Club Member?

Yes \_\_\_ No \_\_\_

T-Shirt Size (Registrations received by 7-3-24 only.)

\_\_\_S \_\_\_M \_\_\_L \_\_\_XL \_\_\_2XL

**Emergency Contact Information:**

Emergency Contact Person's Name:

\_\_\_\_\_

Relationship:

\_\_\_\_\_

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

\_\_\_\_\_

Email Address:

\_\_\_\_\_