



# ecosuperior

## SAFE CYCLING WAIVER, RELEASE, & INDEMNITY

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

Age: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

### **Purpose**

All persons participating in the EcoSuperior Environmental Programs cycling events, programs, tours, or activities organized, operated, and/or conducted by EcoSuperior, as the case may be (collectively, the "Program") must complete this form. Failure to complete this form and return it to EcoSuperior will prohibit participation in the Program.

### **Acknowledgements**

1. I am aware that cycling involves the possibility of injury or death.
2. I hereby acknowledge that there are certain risks of injury inherent in the participation in any outdoor recreation activity. These types of activities may result in injuries, which may be minor or serious, or even death, as a result of one's actions or inactions, or the actions or inactions of others, or a combination of both.
3. I accept the above noted risks, even though they may not be known or expected, and all other risks arising from my participation in the Program, even if said risks result in injury or death from the negligence, gross negligence or negligent rescue by those associated in any way with EcoSuperior and/or the Program, the venues at which the Program takes place or by those organizing or participating in the Program throughout the year, including their respective officers, directors, employees, agents, servants, volunteers and representatives (the "Releasees").



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4. I understand that all applicable rules for participation in the Program must be followed and that **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, including my physical and emotional preparation and fitness to participate in the Program throughout the year.

5. I undertake and agree to remove myself from participation in the Program if I sense or observe any unusual hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue for any reason.

6. I agree to indemnify, release, and save harmless EcoSuperior, and its officers, directors, employees, instructors, agents, assigns and volunteers from any claims, demands, causes of action, and all expenses, fees and cost awards, which might be made against the EcoSuperior arising out of or in consequence of the attendance or participation in the Program, including but not limited to death, personal injury or loss or damage to personal property or belongings unless such injury, loss or damage is caused by the sole negligence of EcoSuperior or its officers, director, employees, agents, assigns and volunteers while acting within the scope of their duties. I further understand and agree that this waiver, release and indemnity is binding on my heirs, executors and assigns.

7. I have had sufficient time to review and seek explanation for, and have carefully read and understand the provisions contained in this Informed Consent, Waiver and Indemnity and am fully aware of the inherent risks and dangers involved in the participation by my child in the Program and agree to be bound by this Agreement.

**I have read the above and agree to the regulations set out by EcoSuperior Environmental Programs.**

Participant (Child) Name: \_\_\_\_\_

Parent/ Guardian Signature: \_\_\_\_\_

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