

PEQUOT CYCLISTS, INC. LIABILITY WAIVER

NAME _____

PLEASE READ THIS ENTIRE WAIVER CAREFULLY BEFORE SIGNING. All participants must sign this waiver.

In consideration of the activities of the Pequot Cyclists, INC, a not-for-profit membership organization, , organized and existing under the laws of Connecticut, by indicating your acceptance, you understand, agree, warrant and covenant as follows:

I, for myself and my heirs and executors, hereby waive, release and forever discharge Pequot Cyclists, INC, the sponsor organization, club sponsors, promoters, EnMotive LLC and each of their agents, representatives, successors and assigns, and all other persons associated with this membership organization, for all of my liabilities, claims, actions, or damages that I may have against them arising out of or in any way connected with my participation in and membership of this organization. I understand that this waiver includes any claims, whether caused by negligence, the action or inaction of any of the above parties, or otherwise. I understand that the membership fee is non-refundable and non-transferable. I hereby grant full permission to any and all of the above parties to use any photographs, videotapes, motion pictures, website images, recordings or any other record of me as it relates to my membership of this organization.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AND PARENTAL CONSENT AGREEMENT

PEQUOT CYCLISTS, INC volunteer-led educational and/or adventure activities may include, but are not limited to hiking, biking, snowshoeing, canoeing, and kayaking. The leaders of these activities are volunteers. They are not paid professional guides or leaders. **In all activities, all participants share in the responsibility of their own safety and the safety of the group. Participants take responsibility for having appropriate skills, physical conditioning, equipment and supplies for these activities.** These activities include inherent and other risks, hazards and dangers that can cause or lead to injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to participants and others. Some, but not all of these risks include: hazardous and unpredictable roads or ground; water or weather conditions; misjudgments made by leaders, co-leaders, participants or others; travel in remote areas that can cause potential delays or difficulties with transportation, evacuation and medical care; equipment that can fail or malfunction; the potential that the participant or others (eg: co-participant, driver, medical and rescue personnel) may act carelessly or recklessly. I understand that Pequot Cyclists, INC cannot assure participant safety or eliminate any of these risks. **Participant is voluntarily participating with knowledge of the risks. Therefore, the participant assumes and accepts full responsibility for the inherent and other risks (both known and unknown) of these activities, and for any injury, damage, death or other loss suffered by participant, resulting from those risks, and/or resulting from participant's negligence or other misconduct.**

IN CONSIDERATION of being permitted to participate in any way in PEQUOT CYCLISTS, INC sponsored activities I, for myself, my personal representatives, assigns heirs, and next of kin:

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1. ACKNOWLEDGE, agree and represent that I understand the nature of 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 areas and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. AGREE TO PROVIDE AND WEAR an ANSI or Snell approved BICYCLE HELMET on ALL bicycle riding activities of the club and agree to wear required safety equipment for activities such as life vests during water activities.

3. FULLY UNDERSTAND that: (a) BICYCLING AND OTHER ACTIVITIES INVOLVE RISKS AND DANGERS OF 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 OF THE RELEASEES NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time 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 Pequot Cyclists, Inc, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the RELEASEES herein) 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 NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY 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, AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED

NAME _____ SIGNATURE _____

DATE SIGNED _____ (revised 1/25/2024)