

# ADULTS



## **RIDE-2-ACHIEVE CHALLENGE PROGRAM** RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND MEDIA RELEASE

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FULL NAME

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DATE OF BIRTH

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STREET ADDRESS

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CITY

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ZIP

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EMERGENCY CONTACT NAME

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EMERGENCY CONTACT PHONE NUMBER

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ANY WAY IN THE CLEVELAND POLICE FOUNDATION'S SPONSORED BICYCLING ACTIVITIES ("Activity"), I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Bicycling 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 the hazards of traveling are to be expected. I further agree that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND THAT (a) BICYCLING 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 conditions 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 may incur as a result of my participation in the Activity.

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3. HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE Cleveland Police Foundation, the City of Cleveland, Cleveland Metropolitan School District, Bike Cleveland, WKYC-TV, LLC, Hot Cards, Two One Fix Bicycle, LLC, its respective administrators, directors, agents, officers, members, 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 may incur as the result of such claim.

4. RELEASEES, its assigns, and transferees are authorized to use and publish my photograph and/video image or likeness of me, in print and/or electronically, with or without my name and for any lawful purpose, including for example, such purposes as publicity, illustration, advertising, and Web content. I understand that the images may be used in publications, news reports, marketing and promotional materials and these images may appear in any of the wide variety of media formats including, but not limited to, print, broadcast, videotape, CD/DVD, electronic/on-line media, and social media. I am willing to release this information into the public domain and also understand that no monetary compensation, royalty fee or other compensation shall become payable to me by reason of such use.

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 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.

MY SIGNATURE BELOW INDICATES THAT I FULLY UNDERSTAND THIS AGREEMENT AND AGREE TO ITS CONTENTS.

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PRINT NAME OF ADULT PARTICIPANT

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DATE

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SIGNATURE OF ADULT PARTICIPANT