

Denver Bicycle Touring Club RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Activity Leader _____ Meeting Place _____ Date _____ Time _____

1. IN CONSIDERATION of being permitted to participate in any way in the Denver Bicycle Touring Club (DBTC) sponsored Bicycling activities, and only Bicycling activities I, for myself, my personal representatives, assigns, heirs, and next of kin:
2. ACKNOWLEDGE, agree, and represent that I understand the nature of Bicycling activities that the Denver Bicycle Touring Club might sponsor 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 trails 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.
3. FULLY UNDERSTAND that: (a) BICYCLING ACTIVITIES THE DENVER BICYCLE TOURING CLUB SPONSORS INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, ILLNESS, SICKNESS, DISEASE (INCLUDING COVID-19, AND OTHER CONTAGIOUS PATHAGENS) 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 RESPONSIBILITIES FOR LOSSES, COSTS, AND DAMAGES I incur as a result of participation in the Activity.
4. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Denver Bicycle Touring Club, the insurer, their respective administrators, directors, agents, officers, members, volunteers, employees, and 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 NEGLIGENCE 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's fees, loss, liability, damage, or cost which any may incur as the result of such claim. This release includes travel to/from DBTC sponsored activities, including carpooling.
5. I also hereby consent to and permit emergency medical treatment in the event of injury or illness. I shall abide by traffic laws, regulations and practice courtesy and safety in all club activities.
6. 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 INDUCEMENT OR ASSURANCE OF ANY NATURE. I 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 REMAINDER SHALL CONTINUE IN FULL FORCE AND EFFECT.

*** HELMETS ARE REQUIRED ON ALL RIDES / HEADLIGHTS & TAILLIGHTS ARE REQUIRED AFTER SUNSET ***

*** HEADPHONES, EARBUDS, Etc, AND AEROBARS ARE HIGHLY DISCOURAGED ***

Guests are welcome to join the DBTC for one ride, then must join the Club as dues-paying members to continue riding with the DBTC.

DBTC Member?	NAME (Printed) _____	SIGNATURE _____	CELL PHONE # _____
Yes <input type="checkbox"/>	No <input type="checkbox"/>	EMERGENCY CONTACT _____	PHONE NUMBER _____
<hr/>			
DBTC Member?	NAME (Printed) _____	SIGNATURE _____	CELL PHONE # _____
Yes <input type="checkbox"/>	No <input type="checkbox"/>	EMERGENCY CONTACT _____	PHONE NUMBER _____

I have read the **Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement** on the other side of this page, and agree to the terms.

DBTC Member? Yes No NAME (Printed) _____ SIGNATURE _____ CELL PHONE # _____
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