

# Sarasota Manatee Bicycle Club (SMBC)

## **Release And Waiver Of Liability, Assumption Of Risk And Indemnity, And Parental Consent Agreement**

In consideration for being permitted to participate in any way in Sarasota Manatee Bicycle Club, Inc. Sponsored Bicycling Activities 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 knowledge 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 and warrant 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 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 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.

3. HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Club, its administrators, directors, ride leaders, volunteers, agents, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and releasers 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 PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS.

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 INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**MINORS Release:** I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BICYCLING ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEDGED TO BE CAUSED IN WHOLE OR IN PART Y THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASES FROM ANY LITIGSTION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST AS MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Shown below is your Sarasota Manatee Bicycle Club membership card. Make sure that your mailing label is shown on the opposite side as proof of your membership, along with its expiration date. Just cut out the card, laminate it if you wish, and carry it with you.**



We are sure that this will become a very important piece of identification for you. Just show it at any of the bicycle shops listed below for discounts on many items.

### **Bicycles International**

1744 S Tamiami Trail  
Venice, FL 34293  
941/497-1590

### **Real Bikes**

581 Hwy 41 Bypass N  
(new address)  
Venice, FL 34285  
941/485-3113

### **Ringling Bicycles**

3606 Manatee Ave W  
Bradenton, FL 34205  
941/749-1442  
[www.ringlingbicycles.com](http://www.ringlingbicycles.com)

### **Ryder Bikes**

1905 Cortez Rd W  
Bradenton, FL 34207  
941/756-5480

### **And**

1530 Dolphin St  
Sarasota, FL 34236  
941/951-5480

### **Sarasota Bicycle Center**

4084 Bee Ridge Rd  
Sarasota, FL 34233  
941/377-4505

### **Tempo Cyclery**

4047 Clark Road  
Sarasota, FL 34233  
(941) 894-3030

### **Sarasota Cycle & Fitness**

3800 S Osprey Ave  
Sarasota, FL 34239  
941/366-4144

### **Village Bike Shop**

8111 Main St  
at Lakewood Ranch  
Sarasota, FL 34202  
941/388-0550

### **And**

3898 S Osprey Ave  
Sarasota, FL 34239  
941/366-7702  
[www.villagebikes.com](http://www.villagebikes.com)