

(2010) Liability Waiver for Team CBC Ride

Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement.

All participants must wear a helmet.

TeamCBC is an amateur, recreational cycling club. We participate in cycling events that benefit local and national charities, and have adopted Bike MS as our primary fundraising campaign. We invite cyclists of all skill levels, beginner, intermediate, advanced or expert, to join our team and help us fight MS one pint at a time! In consideration of being permitted to participate in any way in Team CBC 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 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, 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 THE LOSSES, COSTS AND DAMAGES I incur as a result of my participation in the Activity.; **(d)** Team CBC is not owned, operated, managed or otherwise affiliated by or with the Carolina Brewing Company LLC. As the Title Sponsor of Team CBC, the Carolina Brewing Company logos and colors are used with the permission of Carolina Brewing Company LLC.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the TeamCBC, its respective administrators, directors, agents, officers, volunteers and employees, other participants, any sponsors, advertisers, and, if applicable, owners or lessors of premises on which the Activity takes place (each considered 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.

I have read and agree with the aboveterms _____ (initial)

Participant's printed name: _____

Participant's signature (if 18 years or older): _____

Address: _____
(street) (city) (state) (zip)

Phone: _____ *Date:* _____

Minors (under 18) must have a parent or legal guardian with them on all Team CBC rides.

Parent's/Legal Guardian's NAME (printed): _____

Parent's/Legal Guardian's NAME (printed): _____

Parent's/Legal Guardian's Signature: _____ Date: _____

Parent's/Legal Guardian's Signature: _____ Date: _____

Minor's Name (printed): _____ Age: _____

Minor's Name (printed): _____ Age: _____