

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in the Bicycling Activities ("Activity") sponsored by BikeWalkSolana and the City of Solana Beach I, for myself, my personal representatives, assigns, heirs, and next of kin hereby agree as follows:

1. Acknowledgment of Risks. I hereby 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 travelling 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. Acceptance and Assumption of Risks. I 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 LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

3. Release of Liability/Agreement not to Sue/Indemnification. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE to the fullest extent allowed by law BikeWalkSolana, the City of Solana Beach, their respective administrators, directors, agents, officers, officials, 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 ARISING OUT OF, OR IN CONNECTION WITH, MY PARTICIPATION IN THIS EVENT FROM WHATEVER CAUSE, INCLUDING THOSE ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS 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, my heirs, administrators, executors, or anyone on my behalf, makes a claim, demands actions, or suits 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, and/or costs which any may incur as the result of such claim, demands, or suits arising out of or in connection with my participation in this event.

4. Photo/Video Release. I acknowledge that the RELEASEES may, for commercial purposes, take photographs and/or video of participants while participating in the Activity which may render participants readily identifiable in these images. I agree and grant permission to the RELEASEES to use my likeness in photographs and/or video for advertising, publicity, or other commercial purpose(s) without receiving compensation and without restriction as to frequency and duration.

5. Rules. I agree to abide by all rules and regulations set by the RELEASEES related to the Activity. I agree that I have met the requirements set forth by RELEASEES for participation in the Activity. I further agree to participate in the Activity in a responsible manner and not in a manner as to endanger myself or others.

6. Insurance. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Activity or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

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.

For a youth < 18 years of age to participate, a responsible parent or legal guardian will sign below.

PRINT YOUR YOUTH'S NAME_____

PRINT YOUR NAME_____

YOUR EMAIL_____

EMERGENCY PHONE # _____

YOUR SIGNATURE_____ DATE_____