

THE THRESHOLDS ERIC POULSON BIKE CLUB RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in the Thresholds Eric Poulson Bike Club (the "*Club*") sponsored bicycling activities (the "*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 Bicycling Activities. I further acknowledge that the Bicycling Activities will be conducted over public roads and facilities open to the public during the Bicycling Activities and upon which the hazards of traveling are to be expected. I FURTHER AGREE AND WARRANT THAT (A) IF, AT ANY TIME, I BELIEVE CONDITIONS TO BE UNSAFE, I WILL IMMEDIATELY DISCONTINUE FURTHER PARTICIPATION IN THE BICYCLING ACTIVITIES, AND (B) I WILL WEAR A PROPERLY FITTING SAFETY-APPROVED BICYCLING HELMET AT ALL TIMES WHILE PARTICIPATING IN THE BICYCLING ACTIVITIES.

2. **FULLY UNDERSTAND** that (a) THE BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("*Risks*"); (b) the Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Bicycling Activities, the condition in which the Bicycling Activities take place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; and (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 or that of the minor in the Bicycling Activities.

3. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** the Club or The Thresholds, or their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, and sponsors, advertisers, and, if applicable, owners and lessors of premises on which such Bicycling Activities take 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, attorneys 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 THE AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT: _____
ADDRESS: _____
(Street) (City) (State) (Zip)
PHONE: _____ DATE: _____
PARTICIPANT'S SIGNATURE (only if age 18 or over): _____

MINOR RELEASE

AND 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, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH BICYCLING ACTIVITIES. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S 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 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 RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: _____
ADDRESS: _____
(Street) (City) (State) (Zip)
PHONE: _____ DATE: _____
PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18): _____