

Suncoast Cycling Club

RELEASE AND INDEMNITY AGREEMENT

In consideration of my acceptance or consideration for acceptance as a new or continuing member or prospective member or guest of **Suncoast Cycling Club.**, (including its predecessors, successors, and assigns) I hereby FREELY and VOLUNTARILY acknowledge and agree as follows:

I ASSUME ALL RISKS, known or unknown, incidental to membership in **Suncoast Cycling Club** and those risks incidental to my participation in any official or unofficial team activities. I acknowledge and understand that participation in **cycling-related activities** of any kind (whether racing, training, recreational or otherwise; and whether as a rider, coach, mechanic, spectator, or in any other capacity) **is an inherently dangerous activity**, and that the dangers of any such activity include, but are not limited to, collisions, falls, mishaps, road hazards, motor vehicle accidents, equipment failure, inattentive or negligent or unskilled fellow-riders, and weather hazards, and that such dangers may result in **DEATH**, broken bones, permanent disability, paralysis, trauma, brain damage, heart failure or other cardio-vascular occurrences, and innumerable other severe physical or mental injury or trauma, as well as damage and loss to valuable equipment, components, and accessories.

On my behalf, and on behalf of my heirs, executors and administrators, **I HEREBY INDEMNIFY, HOLD HARMLESS, AGREE NOT TO SUE, AND RELEASE AND FOREVER DISCHARGE FROM ANY AND ALL LIABILITY OF WHATSOEVER NATURE AND KIND, Suncoast Cycling Club** and the “**Released Parties**” (specified below in Exhibit “A”), of and from all liabilities, claims, actions, damages, injuries (including but not limited to permanent injuries or death), and costs, or expenses of any nature arising out of or in any way connected with my membership in., or arising out of my participation (whether or not as a member of **Suncoast Cycling Club**) in any cycling, racing or other activities in connection therewith. This includes, but is not limited to, all liabilities, claims, actions, damages, injuries (including but not limited to temporary or permanent injuries or death), and costs, or expenses of any nature resulting from **SIMPLE** or **GROSS NEGLIGENCE, misfeasance, malfeasance**, or any other act, or failure to act, or any other occurrence of whatsoever nature and kind.

I understand that choosing to participate in any **Suncoast Cycling Club**, activity is an entirely voluntary act on my part, and I completely, knowingly, voluntarily, and intelligently agree to assume all risks, known and unknown, foreseeable or unforeseeable associated therewith. **I understand that this Release and Indemnity Agreement includes any claims based on any action or inaction of Suncoast Cycling Club its members, directors, and any of the Released Parties herein.**

I hereby covenant, certify, represent and warrant the following: (I) I am 18 years of age or older, (II) I have adequate cycling experience, (III) and **I HEREBY AUTHORIZE MEDICAL TREATMENT** for myself, at my sole cost, if the need arises. I further agree that if I or any of my heirs, successors, administrators, assignees or representatives bring any claim whatsoever in contravention of this agreement, the party bringing such claim shall be fully liable for all fees, costs, and expenses (including but not limited to all attorneys fees through all appeals) in connection with such claim. This agreement shall be governed and interpreted in accordance with Florida law. Venue for any legal action relating to or arising out of this agreement shall be in Pinellas County, Florida. This agreement may not be modified or waived orally. Every term and provision of this agreement shall be severable such that if any term or provision is found to be unenforceable or invalid, all other terms and provisions of this agreement shall remain valid and enforceable.

THIS INSTRUMENT IS INTENDED TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY OF ANY NATURE TO THE GREATEST EXTENT ALLOWED BY LAW, AND INCLUDES ANY AND ALL RIGHTS AND CLAIMS ARISING OUT OF ANY RELEASED PARTY’S SIMPLE or GROSS NEGLIGENCE, INCLUDING THAT OF THE RELEASEE OR RELEASOR.

THIS RELEASE SHALL BE FOR AN INDEFINITE TERM AND MAY ONLY BE REVOKED BY WRITTEN INSTRUMENT SIGNED BY THE RELEASOR AND SERVED UPON A MEMBER OF THE BOARD OF DIRECTORS OF Suncoast Cycling Club.

THE UNDERSIGNED PARTY ACKNOWLEDGES AND AGREES THAT BY SIGNING THIS DOCUMENT HE/SHE IS GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO SUE Suncoast Cycling Club OR ANY OF THE RELEASED PARTIES, FOR ANY REASON, AT ANY TIME, WITHOUT LIMITATION.

I HAVE READ AND DO HEREBY FREELY AND VOLUNTARILY AGREE TO THE FOREGOING, WHICH CONSISTS OF TWO PAGES.

Date: _____ Printed Name of Releasor: _____

Signature of Releasor: _____

EXHIBIT "A" (RELEASED PARTIES)

The Released Parties are:

- Suncoast Cycling Club** and its members, directors, and officers (past, present, and future)
- United States Cycling Federation and its affiliates
- Suncoast Cycling Club** suppliers, sponsors, and promoters (past, present, and future)
- GearLink Racing, Inc, and its members, directors, and officers (past, present, and future)
- Florida Velo, and its members, directors, and officers (past, present, and future)

The Released Parties also include, but are not limited to, the parent, related and affiliated companies of all of the foregoing and the officers, directors, employees, agents, attorneys, representatives, members, successors and assigns, spouses and family members of each of the foregoing persons or entities.

MINOR RELEASE

I, _____ (parent or legal guardian of the minor named below) do hereby attest that I have read the foregoing two-page Release and Indemnity Agreement and that I agree to be personally bound thereby; and that I agree that my minor child shall be bound thereby as well. I further agree to indemnify and hold harmless any party released herein from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of any claim made by or on behalf of my minor child.

Date: _____ Printed Name of Minor Child: _____

Signature of Minor Child: _____

Printed Name of Parent or Guardian: _____

Signature of Parent or Guardian: _____