



Hold Harmless Agreement & Emergency Form

Program: **Claremont Senior Bicycle Group (CSBG)**

Participant Name: _____ DOB: _____

Street Address: _____ City: _____ Zip: _____

Home Phone: () _____ Cell Phone: () _____

Email Address: _____ Check to be added to the CSBG and Senior Clicks newsletters

Hold Harmless Agreement

I, the undersigned, in consideration of voluntarily choosing to participate in this/these program (s), and intending to be legally bound for myself, my heirs, executor and administrators, do hereby release and discharge the City of Claremont and its officers agents, directors, employees and contractors, jointly and severally, from any and all liability from personal injury, accident, illness, death, property damage or other occurrence which I may suffer in any manner whatsoever arising out of or resulting from my participation in the above mentioned program (s), and I expressly assume ALL risks of my participation in this/these program (s), including, without limitation, injury as a result of the acts of omission of the above parties or some defect in or on their property of any of them, whether caused by negligence or otherwise, except for illness and injury resulting directly and solely from gross negligence or willful misconduct on the part of the CITY, its contractors or its employees. I agree to indemnify, save, hold harmless and defend each and every of the above parties of and from any and all loss, damages, expenses, costs, and attorney's fees arising out of or resulting from my participation in this/these program (s). I am participating at my own risk. I acknowledge that the potential for injury varies significantly depending on the type of program and the intensity involved. I certify that I have read and understand this waiver and release and have placed my signature below. Participants involved in the City of Claremont Human Services programs may be photographed and such photographs may be used to publicize City programs without compensation and without further permission.

Consent to Treat

In the event of sudden illness, accident or injury, which may occur while I am engaged in the above program (s) sponsored by the City of Claremont, if a designated family member, cannot be contacted, I hereby give my consent pursuant to California Civil Code #25.8 for emergency treatment, as shall be necessary under the circumstances, by any physician licensed under the laws of the State of California.

Date

Signature of Adult Participant

Emergency Contact Information

Name: _____ Relation: _____ Phone Number: _____

Name: _____ Relation: _____ Phone Number: _____

***In the event of an emergency, please list any information you would like the responders to know; (health conditions, allergies, medications, etc...)

SIGNATURE REQUIRED ON REVERSE SIDE for League of American Bicyclists (LAB)

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND PARENTAL CONSENT AGREEMENT
("Agreement") for**

LEAGUE OF AMERICAN WHEELMAN D/B/A LEAGUE OF AMERICAN BICYCLISTS ("LAB")

(this form is to only be used for Individual Adults or for Adults on behalf of Minors)

IN CONSIDERATION of being permitted to participate in any way in _____ (enter name of LAB Club) ("Club") 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 conditions 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 may incur as a result of my participation in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club, the LAB, its respective administrators, directors, agents, officers, 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 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 AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY 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. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PARTICIPANT'S NAME (PRINTED): _____

PARTICIPANT'S SIGNATURE (only if age 18 or over): _____ **I HAVE READ THIS RELEASE**

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: (_____) _____ DATE: _____

MINOR RELEASE
(complete for Participants Under the Age of 18)

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 ACTIVITY. 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.

MINOR'S NAME (PRINTED): _____ BIRTH DATE OF MINOR: _____ - _____ - _____

SIGNATURE OF MINOR PARTICIPANT: _____ **I HAVE READ THIS RELEASE**

PARENT/GUARDIAN NAME (PRINTED): _____

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18): _____ **I HAVE READ THIS RELEASE**

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: (_____) _____ DATE: _____