



## Climate Cycle 2012 Ride to Recharge - 4, 10, 20, 62, and 125-mile Routes

### Adult Rider - Acknowledgment, Waiver, and General Release

#### **Read The Agreement Below Carefully Before Accepting. It Affects Your Legal Rights.**

**Nature of the Activity:** The Ride to Recharge (the "Event") allows cyclists of all skill levels to select from 4, 10, 20, 62, or 125-mile courses that generally run along the shore of Lake Michigan. The shorter routes begin and end in downtown Chicago. The 62-mile course begins at the Indiana Dunes and ends in Chicago. The 2 day, 125 mile course begins and ends in Chicago, but involves an overnight stop at the Indiana Dunes. The purpose of the ride is to raise funds to support Climate Cycle's charitable goals.

**Rider Acknowledgments:** I understand and acknowledge that Bicycle riding or racing, when done alone or in a group ("Bicycling"), is a sport that involves risks and dangers that cannot necessarily be foreseen or prevented. I further understand and acknowledge that Bicycling involves a potential risk of injury or trauma, and that in some cases such injury could be severe and/or permanent or result in death. These risks and dangers include, but are not limited to the following: (1) Bicycling involves risks and dangers associated with traveling on and around roads and/or paths, which in some cases may be heavily used by motor vehicles, other bicyclists and pedestrians. The risks and dangers include, but are not limited to: collisions with vehicles, other bicyclists, pedestrians, or other things along the route; crossing intersections; limited visibility; steep descents; potholes or other hazardous road conditions; and poorly or incorrectly marked signage. Climate Cycle has tried to plan safe routes for the Event, but it cannot guaranty that the roads and/or paths that the routes follow are safe. (2) Bicycling involves strenuous physical and mental activity that is not suitable for everyone and may be beyond some people's capabilities. Riders must have sufficient physical fitness, training and/or experience in order to safely participate in the Event. I am responsible for making my own determination that I am able to safely participate in the Event. I have not been advised against participating in physical activity generally, or Bicycling specifically, by any health care professional. Climate Cycle has not evaluated whether I am able to safely participate in the Event. (3) Bicycling requires appropriate safety equipment, including a helmet. I am responsible for ensuring that I have all necessary safety equipment before participating in the event. (4) Bicycling involves risks associated with maintenance and operation of a bicycle, including flat tires, broken equipment or other mechanical problems. Climate Cycle has not evaluated whether I have the proper equipment or whether my equipment is properly maintained. (5) Bicycling involves risks associated with the conduct of other riders. I understand that the Event involves riders of all skill levels. Climate Cycle has not made any determination that other riders have the skill, training, ability, or equipment necessary to ensure my safety. **I acknowledge that my participation in the Event is voluntary. I assume all of the above-described risks, and any other known or unknown risks or dangers associated with my participation in the Event.**

**Waiver and General Release:** In consideration for being allowed to participate in the Event, I, on my own behalf, and on behalf of my heirs, executors, and assignees, do hereby: (1) fully release and discharge Climate Cycle, the City of Chicago, the Chicago Park District, and all of their past, present, and future officers, directors, officials, employees, agents, volunteers (including, but not limited to any individual providing advice or information about Bicycling), parents, subsidiaries, predecessors, successors, affiliates, partners, sponsors, attorneys, or representatives (collectively "Released Parties"), from any and all claims, demands, liabilities, or causes of action of any kind or nature, under law or equity, which arise or relate in any way to my attendance at or participation in the Event; (2) covenant not to sue any of the Released Parties for any matter arising from or relating to my attendance at or participation in the Event; and (3) agree to defend, indemnify, and hold the Released Parties harmless from and against any and all claims, losses, damages, costs, or expenses (including attorneys' fees and other costs of defense) which any of them may sustain as a result of, or in connection with, my attendance at or participation in the Event.

**Acknowledgment and Photograph Release:** I understand and acknowledge that photographs and/or video recordings may be taken during the Event and that I may be seen or heard in such photographs or video recordings. I hereby grant Climate Cycle permission to use my name, likeness, and/or statements in any of its publications, internet posting, or other media, now and in the future. I hereby release the Released Parties from any claim for monetary or other compensation in connection with the use of any such photographs or video recordings for any purpose whatsoever. **I have read this Acknowledgment, Waiver, and General Release carefully and fully understand the contents. I acknowledge that I am signing this document of my own free will and with full knowledge of the risks being assumed. I certify that I am eighteen (18) years old or older.**

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Printed Name of Rider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Rider

\_\_\_\_\_  
E-mail Address