

Ride Name _____ Miles _____

Leader _____ Date _____

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in any way in the NFBC sponsored bicycling activity, I for myself, my personal representatives, assignees, heirs and next of kin:

1. Acknowledge, agree and represent that I understand the nature of this bicycling activity 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. Fully understand that: (a) bicycling activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death; (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 wither not know 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 this activity.
3. I hereby release, discharge, and covenant not to sue the NFBC, League of American Bicyclists, their respective administrators, directors, agents, officers, volunteers and employees and other participants, any sponsors advertisers and if applicable, owner and lessors of premises on which the activity takes place, 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 else 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 a 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 THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE NOT WITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT. FURTHERMORE, I HAVE ALSO READ AND UNDERSTAND THE DUTIES OF A RIDER (see p. 2 and the NFBC website)

Please mail this form to Marty Viggato at 79 Lincoln Blvd Lower, Kenmore NY 14217 OR email to maintrng@gmail.com.

	Club #	Signature		Club #	Signature
1			15		
2			16		
3			17		
4			18		
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7			21		
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GUEST RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in any way in the NFBC sponsored bicycling activity, I for myself, my personal representatives, assignees, heirs and next of kin:

1. Acknowledge, agree and represent that I understand the nature of this bicycling activity 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. Fully understand that: (a) bicycling activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death; (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 wither not know 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 this activity.
3. Hereby release, discharge, and covenant not to sue the NFBC, League of American Bicyclists, their respective administrators, directors, agents, officers, volunteers and employees and other participants, any sponsors advertisers and if applicable, owner and lessors of premises on which the activity takes place, 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 else 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 a 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 THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE NOT WITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT. FURTHERMORE, I HAVE ALSO READ AND UNDERSTAND THE DUTIES OF A RIDER BELOW.

DUTIES OF A RIDER

- Riders must wear an ANSA-approved bicycle helmet while participating in any NFBC-sponsored ride.
- Riders must obey New York State vehicle and traffic laws, like motor vehicles. Riding in an NFBC group does not give riders the right to violate any of these laws.
- Riders should not ride beyond their limits, or their ability to copy with variations in road conditions (wetness, gravel, ice, potholes, etc.).
- Riders must remain in constant control of speed and direction at all times so as to avoid contact with obstacles and other riders.
- Riders should familiarize themselves with verbal and posted information before riding the route. The route might NOT be free of hazards to bicyclists.
- Riders must not overtake another rider in such a manner as to cause contact with the rider being overtaken.
- Riders must make certain there is adequate safe space between themselves and the rider in front of them.
- Riders must communicate with other riders by calling out and announcing the following:
 - **CAR BACK** - warning riders in front of them that there is a vehicle approaching from the rear, and signaling to "single up".
 - **CAR UP** - warning riders in front of them that there is a vehicle approaching from the front.
 - **SINGLE UP** - warning that single-file riding is required.
 - **CAR LEFT / CAR RIGHT** - warning to riders that a car may be entering their path.
 - **WALKER / RUNNER UP** - warning that there is someone on foot on the rider's side of the road.
 - **TRACKS** - warning that the riders are approaching railroad tracks. Riders should cross tracks at a right angle to the tracks.
 - **ROAD KILL** - warning that there is a dead animal in their path.
 - **HOLE** - warning that there is a pothole or other break in the pavement ahead. Riders may simply point to the ground to indicate a pothole.
 - **STOPPING / SLOWING** - warning riders around you of a change in your speed. Riders may also use a hand signal to indicate this change.
 - **ON YOUR LEFT** - warning other rider(s) that you are passing them on the LEFT. Riders should **NEVER** intentionally pass another rider on the right side.
 - **ALL OF THESE WARNINGS SHOULD BE PASSED TO THE RIDERS BEHIND OR AHEAD OF YOU, AS APPLICABLE.**

	Date	PRINT GUEST NAME	Signature
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