

NIAGARA FRONTIER BICYCLE CLUB MEMBERSHIP APPLICATION

NFBC/LAB RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

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

1. ACKNOWLEDGE, agree and represent that I understand the nature of this bicycling activity, and that I am or at the time of each bicycling activity will be, qualified, in good health, and in proper physical condition to participate in such activity, I further acknowledge that each bicycling 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; (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 whether 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 in this activity.

3. HEREBY RELEASE, discharge and covenant not to sue the NFBC, the League of American Bicyclists, their respective administrators, directors, agents, officers, volunteers and employees, other participants, any sponsors, advertisers, and if applicable, owners 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 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 may occur 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 THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE NOTWITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT. FURTHERMORE, I HAVE ALSO READ AND UNDERSTAND THE DUTIES OF A RIDER (see NFBC website - documents).

NAME _____

ADDRESS _____ Address Change? Yes No

CITY _____ STATE _____ ZIP _____ PHONE _____

MEMBER E-MAIL _____ Email Change? Yes No

MEMBER SIGNATURE _____ DATE _____ MEMBER # _____

MEMBERSHIP FEE:

Individual - \$35 _____ Renewing Member(s) _____ or New Member(s) _____

Send check payable to NFBC (if applicable) along with signed application to: NFBC c/o Robert MacDonald
27 Edge Park Drive
Cheektowaga NY 14225
