

TOUR DE CATOCTIN BICYCLE RIDE
RELEASE & ASSUMPTION OF RISK WAIVER

In consideration for being permitted to participate in any way in the **Thurmont Lion's Club Tour de Catoctin** on Saturday, September 28, 2024, a charitable event to benefit scholarships and other worthwhile needs for residents of the area, I, for myself and my personal representatives, assigns and heirs, make the following representations and warranties:

1. I Acknowledge, agree and represent that I understand the nature of bicycling activities and that I am qualified and capable to participate in such activity. I am in good physical condition and my bicycle has been properly maintained and is fully operational. I am knowledgeable about the rules of the road. I will not use tri-handle bars in a pace line.

2. I ACKNOWLEDGE that I am participating in the TLC's Tour de Catoctin on a voluntary basis and that I am solely responsible for my own safety. I UNDERSTAND that this ride is fully unsupported. I further UNDERSTAND that the Thurmont Lion's Club ARE NOT ASSUMING ANY RESPONSIBILITY FOR MY SAFETY AND MAKE NO REPRESENTATIONS ABOUT THE SAFETY OF THE EVENT OR GUARANTEES OF MY SAFETY. I further acknowledge that the activity will be conducted over public roads and facilities open to the public during the activity and upon which possible hazards of traveling could occur. 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 and immediately *notify* the Thurmont Lions Club at 240-578-0435.

3. I 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 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 either 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 the activity.

4. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO IDEMNIFY AND SAVE AND HOLD HARMLESS the Thurmont Lion's Club and its administrators, directors, founder, ride leaders, volunteers, agents, club members, other participants, any sponsors, advertisers, and, if applicable, owners and releasers of premises on which the activity takes place (each considered one of the "RELEASEES" herein) (a) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES THAT I MAY SUSTAIN OR INCUR THAT ARE CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, and (b) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES SUSTAINED BY ANY THIRD PARTY DUE TO MY OWN NEGLIGENCE.

5. 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 INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

I assume all risks related to this nonprofit event.

HELMETS ARE REQUIRED - ALWAYS RIDE SINGLE FILE IN TRAFFIC – ALL RIDERS ARE EXPECTED TO FOLLOW THE LAWS FOR THE STATE OF MARYLAND LAWS FOR BICYCLISTS.

Agree to waiver