



## **RELEASE OF LIABILITY FORM**

**THIS RELEASE FORM IS A CONTRACT WITH LEGAL CONSEQUENCES AND APPLIES TO ALL MYRTLE BEACH CYCLING CLUB RIDERS. READ IT CAREFULLY BEFORE SIGNING.**

In consideration of the acceptance of my application for membership in the Myrtle Beach Cycling Club (herein referred to as MBCC) I hereby freely agree to and make the following contractual representation and agreements. I fully realize the dangers of participating in the sport of bicycle riding and fully assume the risks associated with such participation including, by way of example and not limited to the following, dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects, dangers arising from surface hazards, equipment failure, inadequate safety equipment, and weather conditions and the possibility of severe physical and/or mental trauma or injury including death, associated with cycling.

I hereby waive, release and discharge for myself, my heirs, executors, administrators, legal representatives, assigned and successors in interest (hereinafter collectively "successors") all rights and claims which I have or which may hereafter accrue to me against MBCC, its sponsors, officers, directors and any other activities organized or promoted by MBCC; including travel to or from any such activities. I agree it is my sole responsibility to prepare for participation in club activities and to maintain my bicycle and equipment in proper working order. I understand and agree that situations may arise during rides and other MBCC events, which may be beyond the control of MBCC and MBCC members responsible for organizing such events. I must continually ride so as neither endanger others nor myself. I will participate in all the races and training rides wearing a helmet that satisfies the requirements of the United States Cycling Federation racing rules and that can protect against serious head injury and assume all responsibility and liability for myself.

I agree for myself and my successors, that the above representation is contractually binding and is not mere recitals, and that should I or my successors assert my claim in contradiction of this agreement, my successors or I shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally and waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any subsequent waiver or modification.