

Participant Waiver Form

NOTE: THE CONSUMPTION OF ALCOHOL IS NOT RECOMMENDED ON THIS RIDE AS IT IS ILLEGAL TO BE INTOXICATED WHILE OPERATING A BICYCLE IN MARYLAND. IT IS RECOMMENDED THAT YOU REFRAIN FROM CONSUMING ANY ALCOHOL AT EACH STOP DURING THE RIDE. IF YOU CHOOSE TO CONSUME ALCOHOL ON THIS RIDE YOU ARE ACCEPTING AND ASSUMING ANY AND ALL RISK ASSOCIATED WITH THAT ACTION AND HAVE DONE SO AGAINST THE EXPRESSED INSTRUCTION OF RIDE ORGANIZERS.

INITIAL _____

1. The Participant ("Rider") acknowledges and appreciates the dangers of the bicycle event and assumes all risks including but not limited to potential collisions with pedestrians, vehicles, other riders, fixed or moving objects, negligence of other riders, drivers and potential problems with road surfaces and road conditions, equipment failure, inadequate safety equipment and weather conditions, as well as the possibility of a stroke, heart attack, seizure, or even fatal illness.
2. The Rider understands that the bike route requires bicycling on public roadways, highways, trails and may involve cycling in bad weather. He/she also understands that there are risks associated with transportation to and from certain locations by motor vehicle including the SAG wagon.
3. The Rider realizes that to participate in this event Ride Allegheny (" RA") & Operation Second Chance ("OSC") requires physical conditioning and biking experience and he/she I certifies that he/she is in sound/medical/physical condition, and is fully cable of participating in the ride without risk to self or others. He/she also understands that it is their sole responsibility to consult with their personal physician prior to participating in the RA/OSC event to insure that such participation will not pose any unusual or unforeseen risks to health and wellbeing.
4. The Rider also accepts responsibility for the good condition and proper maintenance of his/her bicycle, safety gear and riding equipment and agrees to abide by the rules imposed by RA/OSC. The Rider understands that the law defines a bicycle as a vehicle and agrees to abide by all traffic/trail laws, traffic signals, signs, rules and regulations.
5. The Rider understands that RA/OSC requires bicycle helmets to be worn by all participants and also agrees to wear ANSI or SNELL approved helmet at all times while operating a bicycle.
6. RA agrees to provide notice of detailed information for all aspects of the ride and will provide water and snacks at rest stops and will provide assistance for necessary bike repairs; not necessarily all costs for said repairs.
7. In consideration of being permitted to participate in the RA/OSC event the Rider forever waves, release and discharge RA/OSC from any and all claims resulting from any injuries or damages sustained in this event including negligence by other riders in the event as well as during course inspection, observation, practice runs, and training rides. This will include course routes, roadways, and trails, sidewalks, parking areas, restrooms and dressing facilities. This waiver and release will also preclude any claims for damage to, loss of or theft of property.

8. In the event of a legal claim the parties agree to engage in good faith efforts to mediate any dispute that may arise. Any such agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, the parties agree that all disputes, controversies or claims arising as a result as of the RA/OSC event shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association. The cost of such arbitration shall be shared equally by the parties.

9. VENUE and JURISDICTION. If either party fails to submit his/her/its claim to the American Arbitration Association, they understand that any if legal action is instituted Maryland courts shall have exclusive jurisdiction and that the substantive laws of the state of Maryland shall apply.

10. If any of the provisions of this Agreement are declared to be invalid by an arbitrator or a court, all other provisions shall remain in full force and effect.

11. The Parties have incorporated in this Agreement their entire understanding. No oral statement or prior written matter extrinsic to this Agreement shall have any force or effect. The parties are not relying on any representations other than those expressly set herein.

Accepted & Acknowledged

PRINTED NAME

SIGNATURE