



**WAIVER AND RELEASE OF LIABILITY — READ BEFORE SIGNING**

Bicycle: \_\_\_ Road \_\_\_ Cyclocross

Manufacturer: \_\_\_ Felt \_\_\_ Islabikes \_\_\_ Diamondback

Size: \_\_\_ 24 \_\_\_ 650 \_\_\_ 26 \_\_\_ 700

Bike Number: \_\_\_\_\_

Serial Number: \_\_\_\_\_

In consideration of being allowed to use one of MABRA's bicycles, I,  
\_\_\_\_\_, the undersigned, acknowledge,  
appreciate, and agree that:

1. The risk of injury from using a bike involves significant risk, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions to use this bike. If I observe any unusual significant hazard that may be caused by the bike during the use of the bike, I will cease to use the bike and bring such to the attention of NCVC and MABRA immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS NCVC, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

And, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS MABRA, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

x \_\_\_\_\_ Age: \_\_\_\_\_

PARTICIPANT'S SIGNATURE

Date Signed: \_\_\_\_\_

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to this bike loan agreement and waiver on behalf of this participant, and I assume full responsibility for his/her obligations under this agreement. I also agree to fully release from any and all liability and hold harmless as provided above all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

x \_\_\_\_\_

PARENT/GUARDIAN'S SIGNATURE

\_\_\_\_\_  
PARENT/GUARDIAN'S Name (print)

Date Signed: \_\_\_\_\_