



Waiver and Release Agreement

I understand that by registering I have accepted and agreed to the waiver and release agreement(s) presented to me during registration and that these documents include a release of liability and waiver of legal rights and deprive me of the right to sue certain parties. By agreeing, I have acknowledged that I have both read and understood any waiver and release agreement(s) presented to me as part of the registration process and accept the inherent dangers and risks which may or may not be readily foreseeable, including without limitation personal injury, property damage or death that arise from participation in the event.

REGISTRATION AGREEMENT AND LIABILITY WAIVER (the "Agreement and Waiver")

1. Authority to Register and/or to Act as Agent. You represent and warrant to Whidbey Island Bicycle Club ("WIBC") that you have full legal authority to complete this event registration on behalf of yourself and/or any party you are registering (the "Registered Parties"). As used in the Agreement and Waiver, WIBC refers to Whidbey Island Bicycle Club, and any and all entities that are controlled by WIBC singly or together and it's officers, volunteers and agents.

If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, you agree and consent to the collection of that child's information which you will provide for the purposes of registration.

2. Waiver. YOU UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENT MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, YOU AND ANY REGISTERED PARTY, THEIR HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE WIBC FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY.

3. Indemnification. You agree to indemnify and hold WIBC harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your participation in this event.

4. Severability. You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the State of Washington and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature: _____ Date: _____