

**2018 NEOCycle
Night Ride Release, Waiver of Liability and
Indemnification Agreement**

In consideration for allowing the undersigned to participate in activities related to the Cleveland Local Organizing Committee (CLOC) volunteer programs ("Programs") THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. Acknowledges and agrees that he/she accepts full responsibility for his/her own safety and for determining that no dangerous conditions exist that could affect his/her own safety at any of the sites. I also acknowledge that I will follow all bicycle laws as set by the state of Ohio; and
2. I understand that the event has a no refund/deferral/transfer policy if I am unable to participate.
3. I know that bike riding in an event is a potentially hazardous activity. I agree I will not participate if I am under the influence of alcohol or drugs. I will not enter and participate unless I am medically able and properly trained. I agree to abide by any decision of an event official relative to my ability to safely complete the event. I assume all risks associated with participating in this event.
4. I grant permission to use any photographs, motion pictures, recordings, or any other record of this event for any legitimate purpose.
5. Acknowledges, agrees and represents that his/her participation in the Programs constitutes and acknowledges that he/she finds and accepts the sites as being safe and reasonably suited for the purpose of his/her use, and further agrees and warrants that if, at any time he/she feels anything to be unsafe, he/she will immediately advise the Greater Cleveland Sports Commission (GCSC), and Cleveland Metroparks (CMP) staff of such and will immediately withdraw from the dangerous area; and
6. I agree to allow without compensation my likeness to appear in material, regardless of media form, promoting the GCSC, its events and activities, including those of its representatives and licensees.
7. Hereby releases, waves, discharges and covenants not to sue GCSC and/or any subdivision thereof, and each of them, their officers and employees, (all for purposes herein referred to as "Releasees") from all liability, including liability for Releasees' negligence, to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefrom on account of injury to the person or property or resulting in death of the undersigned en route to/from the site, in or upon the site, or while observing, working for, or participating in the Programs; and
8. The undersigned hereby agrees to hold harmless and to indemnify the Releasees from and against all claims, actions, damages and expenses, including but not limited to reasonable attorney's fees for any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any negligent, reckless or intentional act of the undersigned or failure to act on the part of the undersigned, his/her heirs, successors or assigns.

The UNDERSIGNED expressly agrees that the foregoing release, waiver of liability, covenant not to sue, and indemnification agreement is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The UNDERSIGNED has read and voluntarily signs the release, waiver of liability, covenant not to sue, and indemnification agreement, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Print Name: _____

Signature: _____ **Date:** _____

Signature of parent if under 18 years of age: _____