

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
AND ACKNOWLEDGEMENT OF AND AGREEMENT TO
ABIDE BY ALL EVENT RULES AND REGULATIONS**

In consideration of acceptance of my entry and my being permitted to participate in any way in Pedaling Paths to Independence ("Activity") on February 27, 2010, organized by Community Center for the Blind and Visually Impaired ("Club") I, _____, for myself, my personal representatives, successors, executors, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I am at least 16 years of age and understand the nature of Bicycling Activities and this event, and that I am qualified, in good health and in proper physical condition to participate in such Activity. I further acknowledge the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND that: (a) BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH RISKS ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.
3. AGREE to read and abide by all rules, regulations, and information contained in the Activity brochure, including, but not limited to, providing a bicycle in safe operating condition, wearing an ANSI or US CSPS approved helmet, obeying all traffic laws of the State of California, and not wearing ear buds, earphones, or headphones.
4. HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Club, its respective administrators, directors, agents, officers, members, volunteers and employees, specifically Joni D. Bauer, Isabelle F. Hamma, Ron Valverde; all owners, agents, volunteers for, members of, employees of, and officers or agents of the following organizations and entities: Linden Elementary School; Linden Unified School District; Stockton East Water District; Farmington Rural Fire Department; Keystone Lodge No. 161, Free and Accepted Masons of the State of California; Stockton Bicycle Club; Stockton Delta Amateur Radio Club; California Department of Transportation; California Highway Patrol; County of San Joaquin; County of Calaveras; County of Stanislaus; and any other participants, sponsors, volunteers, advertisers, and, if applicable, owners and lessors of any premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim.
5. CONSENT to receive medical treatment and emergency medical transport which may be deemed advisable in the event of injury, accident and/or illness during the Activity, and to be fully responsible for all costs incurred as a result of said medical treatment and/or emergency medical transport.
6. UNDERSTAND my likeness in the form of still photographs and/or video and/or audio may be used in any and all promotional materials created by, for, or involving the Club and/or Activity.

I have read this agreement, fully understand its terms, understand that I am giving up substantial rights by signing this agreement, have signed it voluntarily and without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. I further agree that this release and waiver also shall apply to all unknown and unanticipated claims and hereby waive the benefits of Section 1542 of the California Civil Code, which provides that a "general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor."

Signature*

Date

Print name

***Participants younger than 18 years of age must complete a minor's waiver and have a parent or legal guardian sign.**