

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,  
AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")**

IN CONSIDERATION for being permitted to participate in any and all events, functions, rides, and other bicycling or other activities ("EVENTS") conducted by, through, or with HOWARD COUNTY CYCLISTS INC. ("HoCoCyclists"), whenever and wherever the EVENTS may occur, I, the Participant identified below, agree to all of the following for myself, and on behalf of my assigns, family members, heirs, personal representatives, next of kin, and successors in interest.

1. I ACKNOWLEDGE, AGREE, AND REPRESENT all of the following: (a) I understand the nature of the EVENTS; (b) I am qualified, in good health, and in proper mental and physical condition to participate in EVENTS; (c) EVENTS will be conducted over public roads and other facilities open to the public during EVENTS and I expect to encounter hazards while using those roads and facilities; (d) If at any time I believe conditions to be unsafe, I will immediately stop participating in EVENTS; (e) I am solely responsible for following all laws, regulations, and rules that may apply to EVENTS; and (f) I am solely responsible and assume all risk for my own safety before, during, and after participating in EVENTS.
2. I FULLY UNDERSTAND all of the following:
  - a. **BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY AND DAMAGE TO PROPERTY ("RISKS"), INCLUDING BUT NOT LIMITED TO PERMANENT DISABILITY, PARALYSIS, AND DEATH.**
  - b. These RISKS may be caused by my own actions or inactions, the actions or inactions of others (whether participating in EVENTS or not), the conditions in or under which EVENTS take place, or the negligence, actions, or inactions of the RELEASEES.
  - c. There may be other RISKS and social, physical and economic losses either not known to me or not readily foreseeable at this time.
  - d. I FULLY AND KNOWINGLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR ANY AND ALL COSTS, DAMAGES, EXPENSES, INJURIES, AND OTHER LOSSES that I may incur as a result of my participation in EVENTS.
3. I WARRANT AND REPRESENT all of the following to be accurate and true, effective prior to participating in an EVENT:
  - a. To the best of my knowledge, information and belief, I do not have **COVID-19** or any other contagious illness at the time of participating in any EVENT.
  - b. I have not knowingly been in contact with or exposed to any known carrier of **COVID-19** within the 14 days prior to an EVENT.
  - c. I will not knowingly expose others to any illness that I may have or be at risk to have.
  - d. I will follow all HoCoCyclist policies and other requirements to reduce any exposure and possibility of contracting or spreading **COVID-19**, including but not limited to the Covid-19 Policies at the end of this Waiver.
  - e. I will follow all Federal, State, County, and/or local governmental guidelines with respect to **COVID-19** that have jurisdiction in the area in which the EVENT occurs.
  - f. If any of the above changes prior to my arrival at an EVENT, then I will not participate in the EVENT. If any of the above changes during my participation in an EVENT, then I will inform HoCoCyclists and immediately cease participating in the EVENT.
4. I HEREBY **PROSPECTIVELY RELEASE, DISCHARGE, AND AGREE NOT TO SUE** ANY AND ALL OF THE FOLLOWING (each of which is one of the "RELEASEES" herein) FOR OR ON ACCOUNT OF ANY OR ALL ACTIONS OR INACTIONS, CAUSES, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, INJURIES, LIABILITIES, LOSSES, OR OTHER REASONS THAT MAY BE OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR ANY OTHER ACTS, INACTIONS, OR OMISSIONS OF ANY OF THE RELEASEES OR OTHERWISE, INCLUDING BUT NOT LIMITED TO NEGLIGENT RESCUE OPERATIONS:
  - a. HoCoCyclists, its affiliates and members, and their respective administrators, agents, coaches, directors, employees, instructors, officers, ride leaders, and volunteers;
  - b. Any other coach, instructor, ride leader, mentor, or other participant in EVENTS;
  - c. Any advertisers, sponsors, or providers of any services or goods in connection with EVENTS; and
  - d. Any owners and tenants of any premises in or on which EVENTS take place.
5. I AGREE that if, despite entering into this AGREEMENT, I or anyone on my behalf makes any claim against any of the RELEASEES, then I WILL **INDEMNIFY, SAVE, AND HOLD HARMLESS** each of the RELEASEES from any and all costs, damages, liabilities, litigation-related expenses and fees (including but not limited to attorney and other professional fees), losses, and other expenses which any of the RELEASEES may incur as the result of such claim.
6. I HAVE DONE AND AGREE TO **ALL** OF THE FOLLOWING:
  - a. I HAVE READ THIS AGREEMENT AND I **FULLY UNDERSTAND** ALL OF ITS TERMS.
  - b. I UNDERSTAND THAT I HAVE **GIVEN UP SUBSTANTIAL RIGHTS** BY SIGNING THIS AGREEMENT.
  - c. I HAVE **SIGNED THIS AGREEMENT FREELY** AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE.
  - d. I INTEND THIS AGREEMENT TO BE A **COMPLETE AND UNCONDITIONAL RELEASE** OF ANY AND ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.
  - e. I INTEND THIS AGREEMENT TO **APPLY TO ANY AND ALL EVENTS CONDUCTED BY OR THROUGH HOCOCYCLISTS** REGARDLESS OF WHEN OR WHERE THE EVENTS MAY OCCUR EVEN IF I HAVE NOT SIGNED AN AGREEMENT SPECIFIC TO AN EVENT.
  - f. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THEN THE BALANCE OF THIS AGREEMENT WILL NEVERTHELESS CONTINUE IN FULL FORCE AND EFFECT.

Participant Signature (if over 18 yrs old)	Participant Printed Name	Date
Street Address	City State Zip	Phone

**FOR PARTICIPANT UNDER AGE 18**

I, THE MINOR PARTICIPANT'S PARENT AND/OR LEGAL GUARDIAN, HAVE READ ALL OF THE ABOVE AND UNDERSTAND

THE NATURE OF BICYCLING EVENTS AND THE PARTICIPANT'S EXPERIENCE AND CAPABILITIES. I BELIEVE, WARRANT AND REPRESENT THE PARTICIPANT TO BE QUALIFIED TO PARTICIPATE IN EVENTS AND GIVE THE PARTICIPANT UNQUALIFIED PERMISSION TO PARTICIPATE IN EVENTS.

I AGREE TO AND AGREE TO BE BOUND BY EVERYTHING STATED IN THIS AGREEMENT BOTH (a) ON BEHALF OF THE MINOR PARTICIPANT, AND (b) FOR MYSELF AND ON BEHALF OF OUR RESPECTIVE ASSIGNS, HEIRS, PERSONAL REPRESENTATIVES, NEXT OF KIN AND SUCCESSORS IN INTEREST.

Parent/Guardian Signature	Parent/Guardian Printed Name	Date
Street Address	City State Zip	Phone

### COVID-19 SAFETY POLICIES

7. Do not participate in an EVENT if you are not feeling well, have any COVID-like symptoms, have tested positive for COVID-19, are under a mandated quarantine or have been in close contact with anyone with confirmed COVID-19 or who is under quarantine.
8. If you have had COVID-like symptoms, then do not participate in an EVENT unless you have been symptom-free for at least 14 days.
9. You must wear a mask when not riding, including before the start, after finishing, and at rest stops.
10. You must follow social distancing guidelines; this includes 6 ft. social distancing before ride starts, at rest stops, and after finishing.
11. When riding, riders should be 2-3 bike lengths (15 feet) behind a rider in front of them.
12. Pass other riders only if necessary
13. Pacelines are prohibited.