

**RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

In consideration of participating in volunteer projects at Finch Park ("Finch") and The Ridge Cycle Hub ("The Ridge"), Lexington, NC, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence **Roadies & Dirties Cycling Club, Inc.** and its directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that biking, trail building, maintenance and upkeep activities, volunteering at events at Finch Park and The Ridge involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to personal injury and property damage from volunteer activities described above; medical conditions resulting from such physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no known or reasonably ascertainable medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

5. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me if I were to choose not to sign this release, and agree that the opportunity to participate in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Date \_\_\_\_\_

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT**

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (PRINT minor's name) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**WAIVER AND RELEASE  
AND INDEMNIFICATION**

**THE RIDGE and FINCH PARK**

In consideration of being permitted to work on City property, on a volunteer basis, in connection with any maintenance, construction, and upkeep of the hiking and biking trails at The Ridge and Finch Park, and any and all related activities (collectively, the "Project"), the undersigned hereby acknowledges and agrees that:

1. The undersigned agrees to conduct itself/himself/herself with all due regard for its/his/her own safety and the safety of other individuals, observers, and bystanders.

2. The undersigned acknowledges that such activity may involve the risk of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to the undersigned's person or property. The undersigned knowingly agrees to assume all such risk, known and unknown, and assumes full responsibility for his/her actions.

3. The undersigned hereby waives and forever releases and discharges the City of Lexington and its employees, agents, assigns, and legal representatives (hereinafter "Releasees") from all liability to which the undersigned may incur for any and all loss or damage, any and all liabilities, claims, claims for contribution, expenses, or causes of action of any kind or nature whatsoever, whether known or unknown or account of injury to the undersigned's person or property, even injury resulting in the death of the undersigned, relating to undersigned's participation in this Project.

4. The undersigned will indemnify and hold harmless the Releasees, against all loss including counsel fees from any and every claim or demand of every kind and character, including claims for contribution which may be asserted by the undersigned by reason of said occurrence, injuries and/or damages or the effects of the consequences thereof.

5. This Waiver and Release and Indemnification will be construed and governed by the laws of the State of North Carolina.

6. This Waiver and Release and Indemnification shall be binding on the undersigned, his/her heirs, successors and assigns.

7. The undersigned has read this Waiver and Release and Indemnification and fully understands its terms. The undersigned signs it freely and voluntarily without any inducements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_