

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT ("Agreement")**
for The Seminole Cyclists Cycling Club, Inc. d/b/a Seminole Cyclists

IN CONSIDERATION of being permitted to participate in any way in The Seminole Cyclists Cycling Club Inc. ("Club") sponsored Bicycling Activities ("Activity") for so long as any Activity is conducted by the Club at any time, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Bicycling Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of road hazards, weather conditions, other cyclists, and vehicles 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"); (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. ACKNOWLEDGE and agree that I understand an inherent risk of exposure to COVID-19 EXISTS IN ANY PUBLIC SETTING AND GROUP GATHERING OR ACTIVITY WHERE PEOPLE ARE PRESENT. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, those persons 65 and older and those with underlying medical conditions are especially vulnerable. I acknowledge the Club has taken measures to reduce exposure by instructing riders to socially distance and by limiting interaction between riders. By engaging in any Seminole Cyclists group riding activities, I voluntarily assume all risks related to exposure to COVID-19.

4. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club, its respective administrators, directors, agents, officers, members, marshal volunteers, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of 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 the result of such claim.

5. ACKNOWLEDGE, agree to adhere to and hereby accept the Club safety rules, some of which are incorporated herein from the SeminoleCyclist.org website and include, but are not limited to, following Club safety rules: NO WIRED OR WIRELESS EARBUDS OR LISTENING DEVICES OF ANY KIND (including bone-conduction devices) in or near either ear; mandatory wearing of a helmet; and riding with a daylight-visible tail light on my bike. This list of rules is not all inclusive. See SeminoleCyclist.org site for a list of club safety rules.

I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, 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, INCLUDING NEGLIGENCE FOR SO LONG AS I PARTICIPATE IN ANY ACTIVITY AT ANY TIME ON ANY DAY OR ANY YEAR 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.

By selecting (checking) the "Waiver & Terms of Membership" field, I acknowledge that I have read and agree to all above terms, and I consent to do business electronically and agree that this Agreement is electronically (digitally) signed by me. The Club and I agree that my digital consent to the Waiver & Terms of Membership on the Club signup form is the same as a handwritten signature for the purposes of validity, enforceability and admissibility.

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Lake Mary, FL