

2008 Springfield Cyclonauts Bicycling Club (Jan. – Dec.) Membership Application

New Renewal Individual (Enclose \$10.00) Family (Enclose \$15.00)

Name(s): (Please print) _____

Address: _____

City: _____ State: _____ Zip _____

Telephone: Home: () _____ Work: () _____

Email: _____ [] Check if changed since last renewal

Please check one: [] I want my Newsletter mailed [] I will download my newsletter from the website and save the club \$.

Emergency Contact _____ Telephone () _____

LEAGUE OF AMERICAN BICYCLISTS ("LAB") RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in any way in the SPRINGFIELD CYCLONAUTS sponsored activities (activity) I for myself, my personal representatives, assigns, heirs and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Cyclonauts Club Activities and 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 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) CLUB 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 condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES"; (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 RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club, the LAB, their respective administrators, directors, agents, officers, volunteers and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessor 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 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.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT 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 AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signature of applicant (s) _____

Date _____

Signature of Parent or Guardian _____

Date _____

(If Applicant is under the age of 18, Applicant and Guardian must sign this form)

Make checks payable to Cyclonauts Bicycling Club

Mail Application to Les Prentice
1472 Plumtree Road
Springfield, MA 01119