

**BICYCLE EDUCATION ACTIVITIES
GENERAL RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY**

PARTICIPANT NAME:

Participant Address:

Company/Organization:

Phone:

Email:

Emergency Contact:

Phone:

Relationship:

On behalf of myself, and in consideration of being permitted to participate in the nonessential, recreational Bicycle Education Activity(ies) provided by the City of Davis ("Activities"), on or beginning on _____, 2024, I acknowledge that I am voluntarily participating in the Activities and hereby voluntarily waive, release and discharge in advance any and all actions or causes of action and claims for personal injury, property damage and/or wrongful death that I, and/or any of my heirs or other successors in interest may have, or that may hereafter accrue, as a result of my participation in the Activities, including use of property or equipment owned by or under the control of City Parties or any transportation and/or other activities incidental the Activities. This release is intended to release and hold harmless in advance, and to the maximum extent permitted by law, the City of Davis, its elected and appointed officials, officers, employees, volunteers and agents ("City Parties") from any and all liabilities, claims and/or actions arising out of or connected in any way with my participation in the Activities, even if caused by the active or passive negligence of any of the City Parties. I further expressly authorize the provision of emergency medical aid to me if needed during the Activities and agree that this release shall apply to any such treatment.

I understand that the Activities may involve inherent risks, dangers and hazards and serious accidents occasionally occur during similar activities, and that participants occasionally sustain fatal or serious personal injuries as a consequence thereof. Risks may arise from using public streets and facilities where hazards may exist; maintenance by owners/lessors of the course or facility (which may include state and local governmental entities); or in the implementation or enforcement of any rules, regulations or guidelines related to the Activities. I understand that the Activities may expose me to risks other than those listed above and that the risks may not be reasonably foreseeable to me. Knowing these risks, I nevertheless expressly assume those risks and agree that under no circumstances will I, or any of my heirs or successors in interest prosecute any civil action or claim for bodily or personal injury, property damage or wrongful death against any of the City Parties who, through active or passive negligence or otherwise, might be liable to me, or my heirs or other successors in interest for damages. I represent that I am qualified, in good health, and in proper physical condition to participate in such Activities. I agree to take complete and total responsibility for my behavior, well-being and health during the Activities.

I recognize that during the Activities photographs/videos may be taken and the City of Davis will have total ownership and control of any photographs/videos, and exclusive rights to determine the manner and extent of their use. I release my image and likeness in any photographs/videos taken to be used by the City of Davis for any and all purposes deemed fit by the City of Davis, in its sole discretion. I hereby waive and release the City of Davis from all claims and liability relating to said photographs/videos.

City of Davis Bicycle Education Activities Release

I waive California Civil Code Section 1542, which states "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

I further agree to indemnify, defend and hold harmless the City Parties, and each of them, with respect to any and all claims and actions asserted by any person, including any of the City Parties, for any damages, liabilities, losses, and/or injuries, arising out of or in any way connected with my participation in the Activities, including, but not limited to, use of property or equipment owned by or under the control of City Parties and any transportation to and from the Activities, to the fullest extent permitted by law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THE SAME I AM GIVING UP IMPORTANT LEGAL RIGHTS.

Date:

Signature:

Print Name:

By initialing the box(es) and signing I agree to the below:

I Agree to the parent / guardian consent

I Agree to the parent / guardian consent for medical treatment in an emergency

PARENT / GUARDIAN CONSENT

If the participant is a minor the undersigned parent or legal guardian warrants and represents that this BICYCLE EDUCATION ACTIVITIES GENERAL RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY, its significance and the assumption of risk has been explained to and understood by my minor child or ward. I hereby declare, under penalty of perjury, that I am the parent or legal guardian of the named participant. I consent to and authorize the minor's participation in the Activities; and I agree to the indemnification, waiver and releases set forth above.

PARENT / GUARDIAN CONSENT FOR MEDICAL TREATMENT IN AN EMERGENCY

In the event of sudden illness, accident, or injury which may occur while my child or ward, above identified, is engaged in the Activities, when neither the parents nor guardians can be contacted, I hereby give my consent for emergency medical treatment as shall be necessary under the circumstances, at my cost, by any medical care provider licensed under the laws of the State of California.

Date:

(Signature of Parent/Guardian (if participant is a minor):

(Printed Name of Parent/Guardian):
