

Date of Event

Name of Event

Leader(s)

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to participate in any way in any bicycle ride or other bicycle-related activity, including but not limited to club rides, club events, meetings and other cycling-related activities sponsored by The New York Cycle Club, Inc. ("NYCC Cycling Activities"), I for myself, my personal representatives, assigns, heirs and next of kin ("Indemnifying Parties"):

- I ACKNOWLEDGE, agree, and represent that I understand the nature of NYCC Cycling Activities and that I am qualified, in good health, and in proper physical and mental condition to participate in such activity, and I will, while participating in any NYCC Cycling Activity, exercise the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person who is familiar with such matters would use in participating in such activity. I further acknowledge that those activities will be conducted over public roads, trails and other facilities open to the public and to vehicular and other cycling and motorized traffic during the NYCC Cycling Activities and upon which the hazards of traveling and other conditions are to be expected. I further agree and warrant that if at any time I believe or I reasonably should expect conditions to be unsafe, I will immediately discontinue further participation in the NYCC Cycling Activity.
- I FULLY UNDERSTAND that (a) BICYCLE 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 NYCC Cycling Activity, the conditions in which the NYCC Cycling 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; for example, riding in a group may increase the participant's chances of contracting COVID-19 or other infectious diseases; (d) I will take reasonable precautions to minimize the spread of COVID-19 and other infectious diseases and will conduct myself in accordance with NYCC requirements as well as the recommendations of public health officials; 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 any NYCC Cycling Activity.
- I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE NYCC, its respective administrators, directors, agents, officers, members, volunteers, and employees, other NYCC participants, any sponsors, advertisers, and if applicable, owners and lessors of privately owned non-commercial premises on which a NYCC Cycling Activity takes place in whole or in part (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 OR ASSISTANCE; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, any Indemnifying Party or any other person makes a claim against any of the Releasees (e.g., spousal loss of consortium claim), arising out of or related to a NYCC Cycling Activity, WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may occur as the result of such claim.
- I further understand that NYCC is a New York not for profit corporation and its NYCC Cycling Activities are planned and organized in the State of New York and are New York activities even if all or a portion of a particular NYCC Cycling Activity takes place outside of the State of New York (e.g., NYCC Cycling Activities in New Jersey, Connecticut or other places) and I acknowledge and agree that any dispute, action at law or in equity, or any other type of claim arising out of a NYCC Cycling Activity or concerning or implicating this Agreement will be governed, construed and enforced in accordance with the internal laws of the State of New York and any such action or dispute must be brought in the New York State or Federal Courts and venue of any legal proceeding shall lie exclusively in the New York State Courts for the County of New York or the United States District Court for the Southern District of New York.
- I further acknowledge, agree, and represent that I have read the [NYCC's Code of Conduct](#) and [Bylaws](#) and agree to be bound by their terms and conditions in all respects, such compliance including but not limited to Section 4 of Article VII of the Bylaws, Intellectual Property or any successor thereto with such provision, inserted herein for the sake of clarity and convenience: All photos, images, logos, trademarks, trade dress, patents and other intellectual property of any kind and description created, adapted, or made available, for the use of the NYCC in any manner, whether to advertise or promote the NYCC or its events or otherwise ("Contributed Intellectual Property"), shall be the non-exclusive property of the NYCC unless otherwise agreed in a writing executed by the creator(s) of such Contributed Intellectual Property and the NYCC President and at least one other officer of the NYCC. Such a writing may be specific to individual items of such Contributed Intellectual Property or may govern all such Contributed Intellectual Property; provided however that nothing herein shall be construed to grant to the creator of such Contributed Intellectual Property any right, title or interest in any other NYCC intellectual property, including that which is not the creator's Contributed Intellectual Property or Contributed Intellectual Property created by another and to which the NYCC has rights.

I AM 18 YEARS OF AGE OR OLDER, AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT FREELY, VOLUNTARILY, AND WITHOUT ANY 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. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOT WITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signature	Name / Phone Number	Emergency Contact / Phone Number	Email Address	Yes / No
I have read this release				Yes / No
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