

Waiver and Release of Liability
for Lowell Makes Back to School Ride-A-Long

THIS IS A WAIVER AND RELEASE OF LIABILITY—YOU MUST READ AND FULLY UNDERSTAND THIS BEFORE SIGNING. IF YOU ARE UNDER 18, YOUR PARENT OR GUARDIAN MUST SIGN IN THE SECTION LABELED “FOR PARTICIPANTS UNDER 18 YEARS OF AGE”.

I, _____, for myself and on behalf of my/our heirs, assigns, personal representatives and next of kin, hereby acknowledge that I voluntarily have applied to participate in The Lowell Makes Back to School Ride-A-Long (referred to later in this form as the “Event”).

I understand that the acts of bicycling involve known and unknown risks of injury to me and other people and damage to real and personal property, which include but are not limited to death, permanent or temporary paralysis, disability, illness, or disease, physical or mental damage and/or injury, as well as damage to my equipment and personal property.

Some of these risks include the inherent risks associated with bicycling such as falling and coming into contact with other bicyclists and latent or apparent defects or conditions in equipment or property, and passive or active negligent acts of myself, Lowell Makes, volunteers, advertisers, and other users of the paths that will be taken during the Event.

I understand that the above list of risks is not complete or exhaustive and that those and other risks known or unknown, anticipated or unanticipated may also result in injury, death, illness, disease to myself or third parties and to destruction or damage to property.

I voluntarily agree and promise to accept and assume responsibility and liability for injuries, death, illness or damage to myself or my property arising from participating in this activity.

I further understand that Lowell Makes assumes no liability for loss, damage, or any kind of injury sustained by myself or my property while using the paths that will be taken or while inside Lowell Makes’ property during the Event.

This is a legal document. By signing below, I certify that I am medically able to perform this event, am in good health, and I am properly trained. I understand Lowell Makes is relying on this Waiver in agreeing to allow me to participate in the Event. I agree to abide by any decision of a Lowell Makes chaperone and/or volunteer relative to any aspect of my participation in the Event, including the right to deny or suspend my participation for any reason whatsoever. In consideration of my participation in the Event, I for myself, heirs, successors, assigns, and agents, assume all risk of my participation in this voluntary program and hereby agree, to the fullest extent permitted by law, to DEFEND, INDEMNIFY and HOLD HARMLESS Lowell Makes, and its members, officers, successors, assigns, representatives, volunteers and agents (collectively, the “Indemnitees”), from

and against any and all claims, loss, costs, demands or causes of action, including but not limited to all bodily injuries and property damage, on account of or in any way arising out of, directly or indirectly, my participation in the Event, and I further hereby fully RELEASE, acquit and discharge, to the fullest extent permitted by law, the Indemnites from any and all liability or responsibility for loss, injury, or damage to or sustained by the me arising out of or resulting from, directly or indirectly, my participation in the Event.

I fully understand that I may suffer injury as a result of my participation in the Ride-A-Long, and I hereby release the Indemnites from any and all liability now or in the future, including but not limited to medical expenses, lost wages, pain and suffering, that may occur by reason of heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee/lower back/foot injuries, and any other illness, soreness, or injury, however caused, whether occurring during or after my participation in the Event, regardless of fault.

I also agree to abide by any municipal laws and the guidelines of the Bruce Freeman Rail Trail, including wearing required protective gear.

Participant's Signature: _____

Today's Date: _____

FOR PARTICIPANTS UNDER 18 YEARS OF AGE

This is to certify that I, as a parent or guardian with legal responsibility for the above named participant, do consent and ratify his/her release of Lowell Makes, and its members and volunteers, and, for myself, my heirs assigned, personal representatives and next of kin, I release and agree to indemnify and hold harmless Lowell Makes, and its members and volunteers, from any and all liabilities incident to my minor child's involvement or participation in The Lowell Makes Back to School Ride-A-Long as provided above, even if arising out of negligence or other fault of Lowell Makes, and/or its members and/or volunteers, to the furthest extent permitted by law.

I have carefully read this release of liability and understand and fully agree with its contents.

I UNDERSTAND THAT THIS IS A WAIVER AND RELEASE OF LIABILITY AND THAT I AM GIVING UP EVERY RIGHT I HAVE TO RECOVER FOR ANY INJURY, DAMAGE, OR DEATH OCCURRING AS A RESULT OF THE USE OF LOWELL MAKES DURING THE EVENT AND/OR PARTICIPATION IN THE LOWELL MAKES BACK TO SCHOOL RIDE-A-LONG.

Parent / Guardian Name: _____

Parent / Guardian Signature: _____

Relationship to Minor: _____

Today's Date: _____