



Black Swamp Bicycling Society

Bowling Green, Ohio

Release and waiver of liability, assumption of risk, and indemnity agreement (“agreement”)

Black Swamp Bicycling Society Membership Application

IN CONSIDERATION of being permitted to participate in any way in the Black Swamp Bicycling Society (“Club”) sponsored Bicycling Activities (“Activity”) I, for myself, my personal representatives, assigns, heirs, and next of kin.

Please read the *Release Form* (left) and *sign* in order for us to process your application.

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 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] 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 condition in which the Activity takes place, or THE NEGLIGENCE OF THE “RELEASEES” NAME 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, COST, AND DAMAGES I incur as a result of my participation in the activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and leasers 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 NEGLIGENCE 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.

Name: _____

Address: _____

City: _____ ZIP: _____

Phone: _____

(Requested in the event of a ride emergency)

Email: _____

Type of membership:

- Individual Membership (\$10)
- Family Membership (\$15)

Names of family members and ages if under 18:


Your rider strength

To help match up riders of similar ability, please indicate your ride strength.

- A - Speeds between 20-25 mph, enjoy rides of over 40 miles
- B - Speeds between 15-20 mph, enjoy rides of between 25-40 miles (or more)
- C - Speeds between 10-15 mph (or slower), enjoy shorter rides (partway or all the way on the Slippery Elm Trail, for example).

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 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 AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Please make your **check payable** to the Black Swamp Bicycling Society and **mail to** Russ Frye, 600 McKinley Dr., Bowling Green, OH 43402

 _____ DATE _____

_____ DATE _____
(Signature or Parent or Guardian if applicant is under 18.)