



# ROCK-N-RIDE CLEVELAND RIDER REGISTRATION FORM

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_ Please Specify:  Home  Business

Employer: \_\_\_\_\_ Email: \_\_\_\_\_

Home Phone : \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Sex:  Male  Female DOB: (MM/DD/YY) \_\_\_\_/\_\_\_\_/\_\_\_\_

T-shirt size  S  M  L  XL  XXL  XXXL

Emergency Contact: \_\_\_\_\_

Contact's Primary Phone: \_\_\_\_\_

2019 Rock-N-Ride Cleveland Sam Houston National Park Tour. Route has several elevations. Total ascent and descent are 1,086 feet each.

Check-in begins at 6:00 am, Saturday, November 9, 2019

Ride begins at 7:00 am, Saturday, November 9, 2019

Leaves CBS Furniture, 502 N. Washington Ave., Cleveland, TX 77327

I plan to ride the:

51+ Mile route Begins at 7 am

What is your cycling experience?

Beginner – I ride less than 6 times a year

Novice – I ride 10-50 miles at least once a month

Intermediate – I ride 10 – 50 miles at least one a week

Advanced – I ride 50 miles or more on a regular basis



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## RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT CYCLING

This document affects your legal rights: Read entire agreement carefully before signing.

**1. ACTIVITY AND ASSOCIATED RISKS:** I have chosen to participate in the Rock-N-Ride Cleveland (hereafter referred to as the “Activity”), which is organized by the Greater Cleveland Chamber of Commerce (hereafter referred to as the “Chamber”). I understand that the Activity is inherently hazardous, and I may be exposed to dangers and hazards, including some of the following: falls, fractures, concussions, dangerous weather, overexertion, overheating, injuries from my lack of fitness or conditioning, hypothermia, hostile or aggressive wildlife, death, equipment failures, losing control of or crashing the bike, traffic, collisions with moving or parked vehicles or other obstacles, road and/or mountain bike trail hazards (for example - sewer gratings, gravel, logs and debris, failure to wear a helmet and/or other protective equipment, and negligence of others. As a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries, and my property may also be damaged. I understand that hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the Activity; and the Greater Cleveland Chamber of Commerce assumes no responsibility for providing medical care during the Activity, and I will have to pay for any medical care and/or evacuation that I incur. In consideration of the permission to participate in the Activity, I agree to the terms contained in this document.

**2. ASSUMPTION OF THE RISKS:** I hereby freely assume the above-mentioned risks as well as other risks not listed that are part of this activity, and any harm, injury or loss that may occur to me or my property as a result of my participation in the Activity or during any transportation to or from the Activity—including any injury or loss caused by the negligence of the CHAMBER, its employees, agents, and officers, its contractors, and other Activity participants. I also understand that any equipment that I provide or may borrow or rent from THE CHAMBER or any other provider I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability.

**3. RELEASE OF LIABILITY:** I hereby RELEASE THE CHAMBER, CITY OF CLEVELAND, its employees, agents, officers, and contractors, the providers of any equipment used in the Activity, land owners, municipal or governmental providers of use permits, and their respective employees, officers, and directors (“the Released Parties”) FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to or from the Activity. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This RELEASE does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Texas law does not permit to be excluded by agreement. I also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss or harm that occur during the Activity or are related in any way to the Activity.

**4. INDEMNIFICATION HOLD HARMLESS AND DEFENSE:** I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and



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any other claim arising from my conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

**5. AGREEMENT TO FOLLOW DIRECTIONS:** I agree to follow the rules for the Activity provided to me and to follow directions given to me by the leaders of the Activity, including WEARING A BICYCLE HELMET whenever I am riding.

**6. INDEPENDENT CONTRACTORS/VOLUNTEERS:** I acknowledge that THE CHAMBER has no control over and assumes no responsibility for the actions of any independent contractors or volunteers providing any services for the Activity.

**7. USE OF MY LIKENESS:** I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to THE CHAMBER and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.

**8. SEVERABILITY:** I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by Texas law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

**9. APPLICABLE LAW, FORUM & ATTORNEY'S FEES:** This agreement is governed by and shall be construed in accordance with the laws of the state of Texas, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Activity shall be brought only in the Superior Court of Liberty County, in Liberty Texas, or in the U.S. District Court for the Southern District of Texas, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the non-prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Date of birth: \_\_\_\_\_

If participant is a minor, signature of parent or responsible adult is required below:



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In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND** the Released Parties (defined in Section 3) from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child during the Activity or in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional, or reckless misconduct, or any other liabilities that Washington law does not permit to be excluded by agreement.

Parent/Responsible Adult Signature:

Name Printed: \_\_\_\_\_

(relationship): \_\_\_\_\_ Date: \_\_\_\_\_

signature: \_\_\_\_\_