

IN CONSIDERATION of being permitted to participate in any way in the Tour de Bronx (the "Tour") produced by the Bronx Borough Presidents Office and The Bronx Tourism Council ("Producers"), I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the bicycling activities encompassed by the Tour (the "Bicycling Activities") and that I am qualified, in good health, and in proper physical condition to participate in such Bicycling Activities. I recognize that an event of this nature can be physically demanding. I acknowledge the sponsors recommendation that I consult with a physician regarding the advisability of my participation in this activity. I further acknowledge that the Tour will be conducted over public roads and facilities open to the public, and upon which the hazards of traveling are to be expected. I recognize the tour contains risks, including the risk of falling, collision with other bicyclists, motor vehicles, or stationary objects. I voluntarily assume all risk of loss, damage or injury that may be sustained while participating in this even. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Tour.

2. PERMIT Sponsors to freely use photographs, videotapes, motion pictures, or any other record of this event inducing my name, likeness, and voice for any legitimate purpose, including radio or television broadcast, print account, digital media transmission or any other account in any medium as captured via my participation in the tour. I understand that this permission is perpetual in time and that it encompasses, without limitation, any copyright or right of publicity or privacy that I may have in my name, picture and voice

3. 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 Tour, the conditions in which the Tour 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; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation in the Tour. (d) I attest that the equipment that I will use in this event is in good mechanical condition. (e) I UNDERSTAND THAT BICYCLE HELMETS CAN PREVENT SERIOUS INJURY AND I AGREE TO WEAR ONE WHILE PARTICIPATING IN THIS EVENT.

4. HEREBY RELEASE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE Transportation Alternatives, the City of New York, The Bronx Tourism Council, The Office of The Bronx Borough President and their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Tour 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 NEGLIGENT 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.

5. I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT 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, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

6. If participant is a minor, then the following paragraph shall replace paragraph 5:

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BICYCLING ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I ACKNOWLEDGE THAT CHILDREN UNDER THE AGE OF 14 ARE REQUIRED TO WEAR APPROVED BICYCLE HELMETS WHEN BICYCLING OR RIDING AS A PASSENGER ON BICYCLES IN NEW YORK STATE. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

I AGREE TO ALL THE TERMS SET FORTH HERE. [GO TO REGISTRATION](#)