

Rockville Bicycle Advisory Committee (RBAC) Bike Rockville:

Casual Riding in MoCo Meetup Group In Cooperation With Tikvat Israel's "Rockville Black History Bike Ride" on October 17, 2021

Release and Waiver of Liability, Assumption of Risk, and Indemnity and Parental Consent Agreement

IN CONSIDERATION of being permitted to participate in any way in the Rockville Bicycle Advisory Committee's Bike Rockville: Casual Riding in MoCo Meetup Group ("RBAC/Bike Rockville") sponsored Bicycling Activities ("Activity"), in cooperation with Tikvat Israel Congregation's "Rockville Black History Bike Ride" on October 17, 2021, I, for myself, my personal representatives, assigns, heirs, and next of kin:

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 travelling 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) taking part in a group activity involves the risks and dangers of TRANSMITTING AND/OR BECOMING INFECTED WITH COMMUNICABLE DISEASES, INCLUDING COVID-19 ("Risks") (c) 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" named below; (d) 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 incur as a result of my participation or that of the minor in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE RBAC/Bike Rockville and Tikvat Israel Congregation, their respective administrators, directors, agents, officers, members, organizers, and volunteers, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "Releasees" herein), as well as, in the case of Tikvat Israel, their professional staff and clergy, 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.

4. ACKNOWLEDGE and agree to abide by all current national (CDC), state, county, and local guidelines regarding social distancing and the use of personal protective equipment ("Masks") to protect against the spread of diseases such as COVID-19. 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. If I am signing this agreement on behalf of a minor, I attest that I am the minor's parent or legal guardian and agree that the terms of the agreement shall pertain in total to the minor.

Printed Full Name

Signature

Date