

Rochester Pedal Ride LIMITED LIABILITY COMPANY RIDER RELEASE OF LIABILITY,

Assumption of Risk and BEHAVIOR AGREEMENT:

In consideration of the services of Rochester Pedal Ride and all other persons or entities acting on their behalf, I hereby agree to release and discharge Rochester Pedal Ride, on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge the activities involved in the use of Rochester Pedal Ride, while riding and/or pedaling, entail significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself, property or third parties.
2. I expressly agree and promise to accept and assume all of the risks and existing in this activity, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of Rochester Pedal Ride or its operators. My participation in this activity is purely voluntary and I elect to participate in spite of these risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Rochester Pedal Ride from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Rochester Pedal Ride equipment and facilities, including any such claims which allege negligent acts or omissions of Rochester Pedal Ride.
4. Should Rochester Pedal Ride or anyone acting on their behalf, be required to incur attorney's fees at cost to uphold this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I promise I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bare the cost of such injury or damage myself. I further declare I have no medical or physical conditions that could interfere with my safety or the safety of others in this activity, or else I am willing to assume and bare the costs of all risks that may be created, directly or indirectly, by any such condition.
6. I agree the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of Michigan.
7. I agree to abide by any and all of Rochester Pedal Ride rules, which I have read on the website. I understand my failure to abide by these rules could result in the early termination of Rochester Pedal Ride services without a refund. I understand if I, or any persons in my group cause or inflict damage to Rochester Pedal Ride property I will incur charges and am authorizing Rochester Pedal Ride to charge the credit card on file the full amount of damages. I hereby agree any and all photographs or media recordings may be used by Rochester Pedal Ride for commercial purposes.

By signing this document, I acknowledge if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Rochester Pedal Ride on the basis of any claim from which I have released them herein.

8. I give permission and understand that Rochester Pedal Ride or any of its employees may ask me to stop drinking alcoholic beverages or end my tour if I am at a risk of becoming overly intoxicated or acting in an unbecomingly manner.

*If the rider declines to accept the offer of the free use of a helmet while riding Rochester Pedal Ride, the rider must signify his/her decision by checking the box on following page.

I have read, understood, and I agree to the above provisions.

Organizer Signature _____ Date _____
Name (print) _____ Date of Birth _____

All members of group must print and sign with date of birth. By signing you state that you have read understood and agree to the provisions on page 1.

Print Name	Date of Ride	Signature	Date of Birth	Check the box below if you <u>DECLINE</u> a helmet
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
Driver:	Stops	Notes:		