

Frankenmuth Rotary - Life Behind Bars - Cycle Frankenmuth Fondo - Release of Liability

In consideration of the opportunity to participate in this Rotary Bicycle Event, (Event) whose registration process requires me to accept this agreement, I hereby agree to the following waiver and release of liability:

1. **Waiver and Release of Liability:** My participation in the Event is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, or result in death) and loss of or damage to my property (collectively known as the RISKS). Accordingly, I agree to the following:
 - (a) I hereby release and hold harmless Frankenmuth Rotary, its officers, directors, affiliated clubs, sponsors, employees, agents, volunteers, and contractors from any claim, demand, loss, liability, damage, and attorney’s fees and costs whatsoever arising from, related to, or resulting from these risks, including those caused by the negligent acts or omissions of any of those individuals that have been released.
 - (b) Furthermore, I agree to defend and pay the costs to defend those individuals who are released from any claim, demand, loss, liability, damage, and attorney’s fees even if it was caused by the negligent actions or omissions of those individuals I am releasing, holding harmless, and defending.
 - (c) I recognize the physical exertion involved in the event and state that I am physically fit to compete safely, and I have not been advised otherwise by a health care professional. Therefore, **I fully assume the risks associated with such participation.**
 - (d) I agree to accept responsibility for the conditions at the time of the event and the conditions and adequacy of my equipment.
 - (e) As between each of those individuals I have released and myself, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in the Event, including those sustained on the premises where the Event is conducted and while I am traveling to and from such premises, regardless of the location or mode of transportation.
 - (f) This Agreement shall be binding on my estate, heirs, personal representatives, administrators, successors, and assigns, as well as any other party asserting a claim on my behalf or on behalf of my estate.
2. **General Provisions:**
 - (a) I hereby expressly agree that (1) this agreement shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the state courts located in Saginaw County or the Federal Courts located in the Northern Division of the Eastern District of Michigan located in Bay City, Michigan, and for that such purposes, I expressly submit to the jurisdiction of such courts.
 - (b) This Agreement contains the entire understanding between the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.
 - (c) I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement will continue in full force and effect.
 - (d) I state that I have read and understood that this Agreement and involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in the Event.
3. I state that I am eighteen (18) years of age or older and if I am not my parents or legal guardian agrees to my participation under these terms or conditions.

Signature if participant is ages 18 and over

Name _____ Signature _____

If participant is a minor:

Minor Name _____ Signature of guardian _____