



Trips For Kids Twin Cities Waiver and Indemnification Agreement

PARTICIPANT NAME [PRINT]: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
PARENT OR GUARDIAN NAME AND PHONE: _____
OTHER EMERGENCY CONTACT AND PHONE: _____

I ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY TRIPS FOR KIDS TWIN CITIES, INC. [TFKTC] AND ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES [COLLECTIVELY "RELEASEES"], AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS WAIVER AND INDEMNIFICATION AGREEMENT SHALL BE CONSTRUED BROADLY TO PROVIDE A RELEASE AND WAIVER TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

In consideration of my participation in a TFKTC cycling activity, I hereby freely agree to and make the following contractual representations and agreements. I ACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN SUCH ACTIVITY, whether as a rider or otherwise, and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION including, by way of example, and not limitation: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, irregular ground or obstacles, equipment failure, inadequate safety equipment, the releasees' negligence, the negligence of others, and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with the activity of cycling. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE RELEASEES AND THEIR RESPECTIVE AGENTS FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in a TFKTC cycling activity. I agree it is my sole responsibility to continually ride so as to neither endanger myself nor others.

I ACCEPT RESPONSIBILITY FOR THE CONDITION AND ADEQUACY OF THE BIKE AND EQUIPMENT PROVIDED TO ME AND MY OWN CONDUCT AND AGREE TO IMMEDIATELY CEASE RIDING THE BIKE IF ANY PROBLEM SHOULD ARISE WITH ITS OPERATION.

I agree to wear a helmet that satisfies the requirements of the United States Consumer Product Safety Commission and that can protect against serious head injury, and assume all responsibility for my use of such a helmet, which will be provided to me free of charge by TFKTC.

I have no physical or medical condition that would endanger myself or others, or would interfere with my ability to participate in this TFKTC activity. I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during this event.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate non-commercial purpose by TFKTC.

THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

Participant _____ Date: _____

Parent or Legal
Guardian _____ Date: _____