

## Charles River Wheelmen (CRW)

### Application and Waiver, Release and Assumption Agreement

**Statement of Release:** In consideration of the acceptance by CRW of this application for CRW membership and voluntary participation in CRW-sponsored bicycle rides, I hereby **waive, release, and discharge** any and all claims for personal injury, death or property damage which I may have or hereafter accrue to me as a result of my participation in any CRW rides during my term of membership. The persons to whom this waiver, release and discharge runs are: the CRW, its officers, directors and members, any promoters, sponsors, advertisers and volunteers involved in the bicycle ride, The League of American Wheelman (d/b/a League of American Bicyclists), and any involved municipality or other public entities (and the agents and employees of any one or more of them). I release all these parties from and against any and all liability arising out of or connected in any way with my participation in CRW bicycle rides during my term of membership even though the liability may arise out of negligence or carelessness on the part of any such persons or entities.

I further understand that serious accidents occasionally occur during bicycling rides and that participants in bicycling events occasionally sustain serious or mortal injuries and/or property damage as a consequence thereof. Knowing the risks of participating in bicycling rides, I hereby agree to assume those risks and to release and hold harmless all of the persons mentioned above who might otherwise be liable to me for damages. It is further understood and agreed that this waiver, release and assumption of risk is binding on my heirs and assigns.

I state, knowing that each person released hereby relies upon the truth thereof, that **I am a capable, experienced, and physically fit cyclist and am prepared to participate in this event**; that **I have an adequate and reasonable knowledge of what is prudent and safe bicycle riding** and shall ride in that manner for my own protection and that of others; and that **I am aware of the Commonwealth of Massachusetts laws applicable to bicycle riding**. I understand that although CRW exercises reasonable care to promote the safety of the participants, there are factors present (including traffic, other cyclists, weather, road conditions, animals, etc.) that are beyond its control.

I agree to wear a CPSC-, ANSI-, or Snell certified cycling helmet while participating in any CRW ride during my term of membership. I agree to ride in a safe, courteous and lawful manner and to encourage the same among fellow riders and consent to emergency medical treatment if I am injured in CRW rides held during my term of membership.

I have read this agreement and understand that I am giving up substantial rights. I agree to this **Waiver, Release and Discharge** freely and voluntarily, intending that it be complete and unconditional to the fullest extent allowable by law.