

# CONGREGATION BETH EL MEN'S CLUB BICYCLE RIDE WAIVER AND RELEASE

## ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND CONSENT TO EMERGENCY MEDICAL TREATMENT

**You must agree to these terms before participating in any Congregation Beth El Men's Club bike rides (hereafter, an "Event"). If you are under age 18, your parent or guardian must agree too, and agree to the Addendum for minor participants.**

**Read this agreement in full; it affects your legal rights. You are agreeing to assume risks, which could result in death or serious injury; to waive all claims against Congregation Beth El and Congregation Beth El Men's Club and others; to indemnify Cascade Bicycle Club and others; and to consent to emergency medical treatment.**

1. **ASSUMPTION OF RISK.** I understand that bicycling has risks that could result in serious injury or death. These risks include falling, colliding with vehicles and other cyclists, encountering road hazards like potholes and cracks, crossing train tracks, and being chased by animals, as well as bicycle failures and malfunctions. I freely and voluntarily **ACCEPT ALL RISKS** of injury, death, or property damage relating to my participation in an Event—even those risks that were caused or contributed to by the negligence of **Congregation Beth El Men's Club**, the organizers or sponsors of an Event, volunteers, or other third parties.
2. **WAIVER OF LIABILITY.** I hereby **RELEASE** Congregation Beth El and Congregation Beth El Men's Club, the sponsors and organizers of the Event, and their respective affiliates, departments, owners, officers, employees, volunteers, agents, successors, and assigns from all claims, liabilities, and injuries arising from or relating to my participation in any Event. This waiver includes negligence by any released entity or individual, but does not extend to any other liability that New Jersey law does not permit to be excluded by agreement.

I understand that I am responsible for my own conduct and decisions while participating in an Event and further agree that this release applies to any claim arising from or relating to my participation in non-bicycling activities during an Event.

3. **INDEMNITY.** I agree to **DEFEND, INDEMNIFY, AND HOLD HARMLESS** Congregation Beth El and Congregation Beth El Men's Club, the sponsors and organizers of the Event and their respective affiliates, departments, owners, officers, employees, volunteers, agents, successors, and assigns against all claims and all losses and expenses that arise from or relate to my participation in any Event. This indemnity obligation applies to claims of negligence by the indemnitee, and includes defense costs like attorneys' fees. It does not apply to the extent the claim, loss, or expense was caused by the

gross negligence, recklessness, or intentional misconduct of an indemnified party.

4. **Consent to Emergency Medical Treatment**. I consent to all emergency medical treatment that is deemed necessary by first responders and health care providers, until such time that I—or a guardian or person legally authorized to decide for me—is able to make medical decisions. I agree that I am responsible for all costs of treatment.
5. **My Responsibility for Safety**. I understand that it is not the function of Event organizers or ride leaders to serve as guardians of my safety. I recognize that the routes chosen may be challenging, not necessarily the safest or easiest routes, and that weather, road, or traffic conditions may make a ride more difficult or risky. Notwithstanding this clause, Congregation Beth El and Congregation Beth El Men's Club are not responsible for cyclists not removed from the Event for any of these reasons.
6. **Representations and Warranties**. I represent and warrant that I am in proper physical condition to participate in this event, that I am a sufficiently competent cyclist to handle all road and traffic conditions, and that my bicycle is in safe operating condition.
7. I also represent and warrant that I am age 18 or older. (If you are not age 18 or older, your parent or guardian must agree to the Addendum to Waiver and Release for Minor Participants, which is below.)
8. **COVID-19**. I understand that bicycling and being near other people could expose me to COVID-19, and I expressly agree to assume that risk. I understand that COVID-19 has been declared a worldwide pandemic by the World Health Organization; that it is extremely contagious and is transmissible through close contact with infected people (many of whom may exhibit no symptoms); and that it may cause serious illness, disability, or death. I also understand that participating in a Congregation Beth El Men's Club event could put me in close contact with people infected by COVID-19 and expose me to the virus.
9. **Helmet Required**. I understand that wearing a helmet that meets the CPSC, SNELL, ASTM, or ANSI bicycle safety standards can reduce head injuries in a cycling accident, and that Congregation Beth El and Congregation Beth El Men's Club require all riders to wear helmets. I agree to wear such a helmet while participating in any Event.
10. **Rules of the Road and other Safety Rules**. I agree to follow all Event rules, traffic laws, route markers, rules of the road, instructions of event organizers and local authorities, and proper and safe bicycling etiquette at all times. I understand that I may be removed from the Event for failure to do so and will not be entitled to a refund.
11. **Binding Agreement**. This Agreement is intended to be binding on me, my family, my heirs, my estate, my legal representatives, and my assigns.
12. **Disputes and Governing Law**. This Agreement is governed by New Jersey law. Any dispute arising from this Agreement or my participation in an Event shall be brought only in the courts of Camden County, New Jersey, and I agree to the jurisdiction and venue of those courts for any such dispute.

13. **Permission to Use my Likeness.** I give permission to Congregation Beth El and Congregation Beth El Men's Club to use my image without payment in any future Congregation Beth El materials should it appear in photos, video, or other recordings taken during an Event.
14. **Lost Property.** I understand that Congregation Beth El and Congregation Beth El Men's Club and their sponsors, officers, employees, volunteers, and agents are not responsible for any lost, stolen, or damaged bicycles, bike components, luggage, or other personal property.
15. **Cancellation or Interruption of Events.** I agree that Congregation Beth El and Congregation Beth El Men's Club will not be responsible for any delay, interruption, or other failure to perform, and may cancel any Event for any circumstance beyond its reasonable control. Such circumstances include, by way of example, severe weather, volcanic eruption, earthquake, civil disturbance, forest or other fire, poor air quality, epidemic, terrorist threats, compliance with government requests, inability to deploy necessary equipment or volunteers, roadway or trail closures or construction, and dangerous or impassable roadway or trail conditions. Congregation Beth El and Congregation Beth El Men's Club will be the sole decision makers as to what, if any, refund or other accommodation will be made.
16. **Severability.** I agree that, if any clause or provision of this Agreement is held unenforceable, the remainder of the Agreement shall be enforced.

**I understand that by registering I am accepting and agreeing to the terms above, and that these terms include an indemnity, an assumption of risk, and a release of liability and waiver of legal rights that deprive me of the right to sue certain parties. I acknowledge that I have read and understood these terms and accept the inherent dangers and risks which may or may not be readily foreseeable, including personal injury, property damage or death that arise from participation in any Event.**

\_\_\_\_\_

Print name: \_\_\_\_\_

## Addendum for Minor Participants

A parent or legal guardian must sign for, accompany, and be responsible for all persons under the age of 18. Minors ages 16-17 may be unaccompanied with this signed consent form AND 24-hour advance permission of the ride leader or other authorized Men's Club official.

1. **Representations and Warranties.** I represent and warrant that I am over 18 years old, am the parent or legal guardian of the minor, and am authorized and legally competent to agree to the Assumption of Risk, Waiver of Liability, and Consent to Emergency Medical Treatment and to this Addendum.

2. **WAIVER OF LIABILITY.** I hereby **RELEASE** Congregation Beth El and Congregation Beth El Men's Club, the sponsors and organizers of the Event and their respective affiliates, departments, owners, officers, employees, volunteers, agents, successors, and assigns, from all claims and liabilities arising from or relating to the minor's participation in the Event. This waiver includes negligence by any released entity or individual, but does not extend to gross negligence, recklessness, intentional misconduct, or any other liability that New Jersey law does not permit to be excluded by agreement. I understand that I am responsible for the minor's conduct and decisions while participating in an Event, and further agree that this release applies to any claim arising from or relating to the minor's participation in non-bicycling activities during an Event.
3. **INDEMNITY.** I agree to **DEFEND, INDEMNIFY, AND HOLD HARMLESS** Congregation Beth El and Congregation Beth El Men's Club, the sponsors and organizers of the Event and their respective affiliates, departments, owners, officers, employees, volunteers, agents, successors, and assigns, against (1) all claims brought by me or another relative or legal guardian arising from or relating to the minor's participation in any Event, and (2) from any future claim of liability by the minor named below. This indemnity obligation applies to claims of negligence by the indemnitee, and includes defense costs like attorneys' fees. It does not apply to the extent the claim, loss, or expense was caused by the gross negligence, recklessness, or intentional misconduct of an indemnified party.
4. **Consent to Emergency Medical Treatment.** I authorize emergency medical treatment for the minor registering and I accept full responsibility for all medical expenses incurred as a result of the minor's participation in any Event.

**I have fully informed myself of the content of this addendum and the assumption of risk, waiver of liability, and consent to emergency medical treatment, and agree to their terms.**

Name of Minor participant: \_\_\_\_\_

Parent's signature: \_\_\_\_\_

Parent's name printed: \_\_\_\_\_