

UMKC Clean Commute Program Participant Waiver

Please complete the following information:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____

Emergency Contact: _____

Emergency Contact Phone: _____

I acknowledge that by signing this document, I am assuming risks and agreeing to indemnify, not to sue and release from liability Bridging The Gap, Inc. and the University of Missouri Kansas City, its associates and their respective agents, employees, volunteers and affiliates (collectively "releasees"), and that I am giving up substantial legal rights. This release is a contract with legal and binding consequences and it applies to all activities of the UMKC Clean Commute Program regardless whether or not listed above. I have read it carefully before signing and I understand what it means and what I am agreeing to by signing.

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 this program, whether as a rider, volunteer, or otherwise, and I fully assume the risks associated with such participation including, by way of example, and not limitation: dangers associated with man-made and natural jumps; the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment or materials provided by the Kansas Clean Commute Program and others, the releasees' own 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 UMKC Clean Commute Program.

Continued on reverse



Clean Commute is a program
of Bridging The Gap

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") I hereby wave, release, discharge, hold harmless and promise to indemnify and not to sue the Releasees and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with this program, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deemed to be Releasees), 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 or association with the UMKC Clean Commute program.

I agree it is my sole responsibility to be familiar with the Releasees' rules, and any special regulations and agree to comply with all such rules and regulations. I understand and agree that situations may arise during the UMKC Clean Commute program which may be beyond the control of the Releasees, and I must continually ride and otherwise participate so as to neither endanger myself nor others.

I accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with this program.

I will wear a helmet which satisfies the certification requirements and that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet.

I have no physical or medical condition which would endanger myself or others if I participate in this program, or would interfere with my ability to safely participate in this program.

I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims.

This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any subsequent waiver or modification.

I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the program.

Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Member's Signature: _____ Date: _____

Parent Signature (if member is under age): _____ Date: _____

Thank you for choosing the UMKC Clean Commute program, please ride safely!