

Tour de Greene Bike Race and 5K Run/Walk

Release and Waiver of Liability, Assumption of Risk, and Indemnity (“Agreement”)

IN CONSIDERATION of being able to participate in the Tour de Greene, a bicycling/running activity, (“Activity”), sponsored by Spring Hill Baptist Church, Habitat for Humanity and Greene Foundation for Education, additional sponsors, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am qualified and in good health and in proper physical condition to participate in this Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of using are to be expected. I further agree that at anytime I believe conditions are unsafe; I will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND that (a) BYCYCLING/RUNNING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITIES, PARALYSIS, DEATH (“RISKS”); (b) these Risks and dangers may be caused by my own actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE “RELEASES” NAME BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time, and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES, I incur as a result of my participation in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Spring Hill Baptist Church, Habitat for Humanity and Greene Foundation for Education, their respective administrators, directors, agents, officers, volunteers, and employees, other participants and sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASES” herein) FROM LIABILITY, CLAIMS, DEMANDS, LOSSES TO BE CAUSED IN WHOLE OR PART BY THE NEGLIGENCE OF THE “RELEASERS” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I or anyone on my behalf, makes a claim against the Releasers, I WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS EACH OF THE RELEASERS from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as a result of such claim.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT OF THE LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Participant’s Signature _____

Parent’s Signature if under 18 _____