

Justice and Diversity Center Bike-a-Thon/Walk-a-Thon 2017
Saturday, July 15th 2017, Crissy Field, San Francisco

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of the Bar Association of San Francisco (“**BASF**”) and Justice & Diversity Center (JDC) allowing me to participate in the 2017 JDC Bike-a-Thon/Walk-a-Thon (**the “Event” or “Events”**) I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (**the “Agreement”**);

1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I will not participate in the event while under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.
2. I understand and acknowledge the physical and mental rigors associated with bicycling and realize that bicycling is inherently dangerous and represent an extreme test of a person’s physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers (“**Risks**”). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.
3. I agree to be familiar with and abide by all safety rules established for the Event, including but not limited to those instructions given out on the day of the Event. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: BASF, JDC, the Event Organizers and Promoters, Sponsors, Advertisers, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (**Individually and Collectively, the “Released Parties” or “Event Organizers”**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature (“**Liability**”) which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim. I hereby warrant that I have read this Agreement

carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

PHOTO RELEASE: I give permission to BASF and JDC to use photographs taken of me, or my children, or in which I may be included with others. I give BASF and JDC permission to copyright the photographs, in its own name or otherwise; to use and publish the photographs in whole or in part, in any media, and for any purpose, including but not limited to articles, promotion, websites, art, and trade.

I hereby release and discharge BASF and JDC from any and all claims and demands arising out of or in connection with the use of the photographs, including without limitation, any and all claims for libel or invasion of privacy.

This authorization and release shall also inure to the benefit of the legal representatives, licenses, and assigns of BASF and JDC.

I am an adult and have the right to contract in my own name. I have read the above and fully understand the contents. The release shall be binding upon me and my heirs, legal representatives, and assigns.

Participant Print Name (*please print clearly*): _____

Signature: **X** _____

Date: _____

If the participant is under 18 years of age, the following information is required:

Age: _____ Date of Birth: _____

Parent or Legal Guardian for Persons under Eighteen (18) Years of Age

Name of Guardian: _____

Signature: **X** _____

Relationship to Minor: _____

Date: _____