

GREENE TRAILS CYCLING CLASSIC • LIABILITY WAIVER

Each registrant must sign this document. Read before signing. Your registration will not be processed unless this is signed and dated.

In signing this agreement for myself or for the named participant (if the participant is under age 18), I know that those participating in the Greene Trails Cycling Classic will be exposed to the risks of serious bodily injury, sickness, death, or loss of property due to the circumstances inherent in this event including the negligent acts or omissions of others. I also understand and am aware that there are a variety of specific risks and dangers inherent in a voluntary bicycling event such as Greene Trails Cycling Classic including, without limitation, falls, collisions with other bicyclists, motor vehicles or stationary objects; adverse weather conditions; and those caused by conditions of the road/trail. I also understand that by participating in Greene Trails Cycling Classic I will be riding my bicycle on public roads and/or trails with many other bicyclists, some of whom may be inexperienced at riding in groups. I also understand that the large number of bicyclists in the Greene Trails Cycling Classic many of whom are inexperienced adds a further element of danger.

I understand that during the Greene Trails Cycling Classic I may suffer serious bodily injury, sickness, or death, while walking or traveling via bus or other motor vehicle or boat, due to my own carelessness or because of the negligence of others. I further understand that I may be exposed to these same risks while engaged in other voluntary activities such as dancing, swimming, and dining during the Greene Trails Cycling Classic. I understand as well that I will be camping outdoors during the Greene Trails Cycling Classic and that this necessarily involves being exposed to the elements including the risk of unpredictable and possibly dangerous weather conditions such as severe or violent thunderstorms, rain, hail, lightning, wind and tornadoes either during the day or night.

In exchange for being permitted to participate in the Greene Trails Cycling Classic I voluntarily agree to assume all of these and the other risks inherent in the Greene Trails Cycling Classic.

I acknowledge that I (or the participant for whom I sign if under age 18) am physically capable and sufficiently trained for the completion of this event. I also attest that the equipment used by me (or the participant for whom I sign if under age 18) has been inspected by me and is in good mechanical condition and that I am familiar with its proper use. I am also aware that medical support for this event will be provided by volunteer and other personnel who may be called upon to provide assistance, including first aid, to me during the event. I consent and authorize any such volunteer to assist me (or the participant for whom I sign if under age 18) or to perform such assistance as, in the opinion of such person, may be necessary or appropriate. I understand further that any such medical or other services provided to me (or the participant for whom I sign if under age 18) is not an admission of liability to provide or to continue to provide any such services and is not a waiver by any of said parties' rights under this agreement.

I understand that Greene County Parks & Trails, the Dayton Aviation Heritage Foundation, Beavercreek Township, City of Beavercreek, City of Fairborn, Greene County Convention and Visitors Bureau, City of Xenia, Village of Cedarville, Village of Yellow Springs, and all or any entities affiliated with Greene Trails Cycling Classic assumes no responsibility or liability with respect to my participation in this event. I agree, however, to abide by any decision of any official of the Greene Trails Cycling Classic relative to my ability to safely participate in this event. I further promise to wear a CPSC, ANSI, SNELL, or ASTM approved bicycle helmet at all times while riding my bicycle during the Greene Trails Cycling Classic and I agree to waive my rights to any benefits associated with this event if I fail to wear such a helmet while on my bicycle.

Having read this waiver and knowing these facts and in consideration of the Greene Trails Cycling Classic acceptance of my registration for participation in the Greene Trails Cycling Classic, I, for myself and anyone entitled to act on my behalf, do hereby agree to release, hold harmless, and discharge Greene Trails Cycling Classic, all sponsors, representatives (including event volunteers), and involved municipalities or other organizations and the boards, trustees, officers, employees of any of them, from any and all claims or liabilities of any kind arising out of my participation in the Greene Trails Cycling Classic even though that liability may arise out of negligence, recklessness, or carelessness on the part of the persons or entities named in this waiver.

I also grant permission to the Greene Trails Cycling Classic and its sponsors to use any photographs, motion pictures, recordings or any record of my participation in the Greene Trails Cycling Classic for legitimate purposes.

I further agree to indemnify and to hold harmless the persons and entities listed in this agreement for any liability they incur to me, a member of my family, or the participant in connection with the Greene Trails Cycling Classic.

I further agree that if, in breach of this agreement, I institute any judicial proceedings against any of the persons listed in this agreement in connection with the Greene Trails Cycling Classic, I shall bring them in the Common Pleas Court of Greene County, Ohio, or in the United States District Court for the Southern District of Ohio, located in Dayton, Ohio and I consent to personal jurisdiction in those courts. I further agree that, if in breach of this agreement, I institute any such proceedings; I am responsible for all costs and attorney fees of any person or entity against which I institute such proceedings.

I confirm that the named participant below will have reached at least his/her 2nd birthday by July 19, 2018, if he/she will be pulled by or riding a bicycle on the Greene Trails Cycling Classic. **Having read and understood this agreement, I voluntarily and knowingly sign it.**

Printed Name of Participant _____

Signature of Participant _____

Accompanying Adult for Participants age 18 and under _____

For participants under age 18, Custodial Parent or Legal Guardian must sign below

CONSENT AND RELEASE OF CUSTODIAL PARENT OR LEGAL GUARDIAN

Signature of Parent or Guardian _____ Date _____

Parent/Guardian _____

How to Register: Have You....

1. Filled out the registration form completely?
2. Signed and dated the Liability Waiver?
3. Signed and enclosed your check (Payable to **Greene County Parks & Trails**)

Mail to: Greene County Parks & Trails/GTCC, 575 Ledbetter Road, Xenia, Ohio 45385
\$25 Processing Fee Charged for Refunds prior to June 29, 2018. No refunds after June 29, 2018
\$30 Fee for all Returned Checks

NO ALCOHOL IS PERMITTED ON THE TRAIL OR AT CAMPSITE