

**RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT  
AND ACKNOWLEDGEMENT OF AND AGREEMENT TO  
ABIDE BY ALL EVENT RULES AND REGULATIONS**

**(Participants younger than 18 years of age must complete a minor's  
waiver which must be signed by a parent or legal guardian.)**

**THIS IS AN IMPORTANT LEGAL DOCUMENT. READ CAREFULLY BEFORE SIGNING.**

In consideration of acceptance of my entry and my being permitted to participate in any way in the Delta Century ("Activity") on May 6, 2018, organized by the Stockton Bicycle Club:

I, \_\_\_\_\_, for myself, my heirs, my next of kin, my executors, my administrators, and my trustees hereby freely agree to and make the following contractual representations and agreements:

1. I ACKNOWLEDGE, agree, and represent that I am at least 18 years of age and understand the nature of Bicycling Activities and this event, and that I am qualified, in good health and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, it is my sole and absolute responsibility to immediately discontinue further participation in the Activity.
2. I FULLY UNDERSTAND that: (a) THIS IS A NONCOMPETITIVE EVENT AND NO RACING IS ALLOWED (b) BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH RISKS ("Risks"); (c) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity or not participating in the Activity, the conditions in which the Activity takes place, including riding on public streets as part of a large group of cyclists where hazards exist, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (d) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I ACKNOWLEDGE THAT I FULLY UNDERSTAND, ACCEPT, AND VOLUNTARILY ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation in the Activity.
3. I AGREE to read and abide by all rules and regulations contained in the EVENT BROCHURE, HANDOUTS, SIGNS, OR ORAL INSTRUCTIONS FROM VOLUNTEERS, including, but not limited to the following: I AGREE that my bicycle is in safe operating condition. I AGREE TO WEAR AN ANSI OR US CSPS APPROVED HELMET AT ALL TIMES DURING THIS EVENT. I AGREE TO OBEY ALL TRAFFIC LAWS of the State of California. I AGREE NOT TO wear ear buds, earphones, or headphones.
4. I HEREBY WAIVE AND RELEASE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Club, its respective administrators, directors, agents, officers, members, volunteers and employees; all owners, agents, volunteers for, members of, employees of, and officers of the following organizations and entities: Jessie's Grove Winery; Consumnes River Farm; Old Sugar Mill; River Delta Unified School District; Sacramento County Regional Parks; County of Sacramento; County of San Joaquin; County of Solano; County of Yolo; Stockton-Delta Amateur Radio Club; State of California; and any other participants, sponsors, volunteers, advertisers, and, if applicable, owners and lessors of any premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS FOR INJURIES, DEMANDS, LOSSES, OR DAMAGES OF ANY NATURE, INCLUDING THOSE ARISING FROM FROM NEGLIGENT RESCUE OPERATIONS, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES," OR OTHERWISE; 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 any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim.
5. I CONSENT to receive medical treatment and emergency medical transport which may be deemed advisable in the event of injury, accident and/or illness during the Activity, and to be fully responsible for all costs incurred as a result of said medical treatment and/or emergency medical transport.
6. I have read this agreement, fully understand its terms, understand that I am giving up substantial rights by signing this agreement, have signed it voluntarily 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 allowed by law. I agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. I further agree that this release and waiver also shall apply to all unknown and unanticipated claims and hereby waive the benefits of Section 1542 of the California Civil Code, which provides that a "general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor."

ρ I CERTIFY THAT I AM 18 YEARS OF AGE AND HAVE READ AND UNDERSTAND ALL OF THE ABOVE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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