

**Nevada City Schools Foundation Bike Blast. Waiver and Release of Liability,  
Assumption of Risk Agreement, and Parental Consent Agreement with  
Indemnity**

In consideration of the acceptance of my entry and of my being permitted to take part in the Nevada City Schools Foundation Bike Blast on May 15, 2010, organized by the Nevada City Schools Foundation, I, for myself, my personal representatives, successors, executors, assigns, heirs and next of kin do hereby:

1. Acknowledge that I and other participants may be engaging in activities that involve risk of serious injury to me, including permanent disability and death. I understand that these risks may be increased through my own actions, or through the negligent action or inaction of Nevada City Schools Foundation Bike Blast volunteers or representatives. I therefore assume all risks of injury or loss, even if caused in whole or in part by the negligence of Nevada City Schools Foundation Bike Blast, its volunteers, or other representatives.
2. Release from liability Nevada City Schools Foundation, the Nevada City School District, Pleasant Valley School District, the City of Nevada City, the County of Nevada and owners and lessors of facilities used by Nevada City Schools Foundation, for any injury or damage that I may incur as a result of their activities, even if caused in whole or in part by their negligence.
3. Understand that California Civil Code section 1542 states: '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.' I specifically waive the terms of that section, and agree to Release claims that I may not yet know of, or which may be based on events that have not yet occurred.
4. Agree that if I am allowing children under the age of 18 to participate in any activity, I agree on their behalf to the terms of this Release. I agree that if, notwithstanding this Release, I, the minor, or anyone on the minor's behalf makes a claim against any of the persons or entities Released, I will indemnify those persons and entities and hold them harmless against all expenses, damage or costs, including attorneys fees, arising out of that claim.

**This is a Release.** When you sign it, you forever give up certain rights to sue the persons and entities referred to in this Release. READ IT CAREFULLY.

I HAVE READ 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 ALLOWED BY 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.

\_\_\_\_\_  
(Rider)

Signature

\_\_\_\_\_  
Guardian (of those under 18 yr. old)

\_\_\_\_\_  
Relationship

*A parent or guardian must sign the release for riders younger than 18. Riders between the ages of 11 and 16, who do not have a participating parent/guardian, must be accompanied by a Bike Blast ride leader on all road rides. Students under the age of 11 may not do any of the road rides without the presence of a parent/guardian. Each rider must sign a release of liability.*

**Bring this form with you the day of the event to the Registration Booth. Extra Liability Waiver Forms are at <http://bicyclenevadacounty.com/bikeblast.html> or can be picked up in the school offices.**