

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, MEDIA RELEASE  
AND PARENTAL CONSENT AGREEMENT ("AGREEMENT") for  
LEAGUE OF AMERICAN WHEELMAN D/B/A LEAGUE OF AMERICAN BICYCLISTS ("LAB")**

IN CONSIDERATION of being permitted to participate in any way in the Napa County Bicycle Coalition sponsored Bicycling Activities ("Activity") I for myself, my personal representatives, assigns, heirs, and next of kin:

1. I AGREE TO ALLOW USE OF PHOTOS AND VIDEOS of myself taken at this event for program publicity.
2. ACKNOWLEDGE, agree, and represent that I understand the nature of Bicycling Activities and that I am qualified, in good health, and in proper physical condition to participate in such 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 traveling are to be expected. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
3. FULLY UNDERSTAND that: (a) BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED 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.
4. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Napa County Bicycle Coalition, the League of American Bicyclists and/or their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" 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 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 the result of such claim.

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.

**ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY, AND INDEMNITY  
RELATING TO CORONAVIRUS/COVID-19**

The illness COVID-19, caused by the Novel Coronavirus, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend, among other things, physical distancing and the use of face covering and have, in many places, limited and placed conditions on the congregation of groups of people.

The Napa County Bicycle Coalition ("NCBC") follows the order of the Napa County Health Officer and operates in compliance with California state and other local (county) regulatory requirements designed to reduce the spread of COVID-19. While NCBC anticipates that following said orders and requirements will help reduce the spread of COVID-19, NCBC cannot guarantee that participants will not be infected with COVID-19. In fact, because of unavoidably increased public contact, participating in an NCBC group event could actually increase a participant's risk of contracting COVID-19 when compared to sheltering-in-place or other activity options.

Thus, each person desiring to participate in an NCBC group event must execute this Assumption of the Risk and Waiver of Liability, and Indemnity, Relating to Coronavirus/COVID-19 ("Release") as a condition of such participation.

I am executing this Release in consideration of my being permitted to participate in NCBC group events. I acknowledge I have been advised that COVID-19 is contagious and dangerous. In participating in NCBC group events, I voluntarily assume the full and complete risk that I may be exposed to and infected by COVID-19 during such participation, and that any resulting COVID-19 infection may result in my personal injury, illness, permanent disability, and death. I acknowledge and understand that the risk of becoming exposed to and infected by COVID-19 during a NCBC group event may result from the actions, omissions, or negligence of myself and others, including, but not limited to, NCBC volunteers including the event leader and other group event participants.

I voluntarily agree to assume all risks of, and accept sole responsibility for, any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation in NCBC group events, or that may be experienced by any other person as relates to or arises from my infection by COVID-19 (together, "Claims"). On behalf of myself and my personal representatives, assigns, heirs, executors, successors, and next of kin, I hereby waive, release, covenant not to sue, discharge, and hold harmless NCBC, its Board members, employees, volunteers, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto, and I agree to defend, indemnify, and hold harmless NCBC from and against any such Claims. I understand and agree that this waiver, release, and indemnity includes any Claims based on the actions, omissions, or negligence of NCBC, its Board members, employees, volunteers, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any NCBC group event.

PARTICIPANT'S NAME (PRINTED): \_\_\_\_\_

PARTICIPANT'S SIGNATURE (only if age 18 or over): \_\_\_\_\_ I HAVE READ THIS RELEASE

ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

PHONE: ( ) \_\_\_\_\_ DATE: \_\_\_\_\_

### **MINOR RELEASE (complete for Participants Under the Age of 18)**

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BICYCLING ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

MINOR'S NAME (PRINTED): \_\_\_\_\_ BIRTH DATE OF MINOR: \_\_\_\_\_

SIGNATURE OF MINOR PARTICIPANT: \_\_\_\_\_ I HAVE READ THIS RELEASE

PARTICIPANT'S NAME (PRINTED): \_\_\_\_\_

PARTICIPANT'S SIGNATURE (only if age 18 or over): \_\_\_\_\_ I HAVE READ THIS RELEASE

ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

PHONE: ( ) \_\_\_\_\_ DATE: \_\_\_\_\_