

**TAMPA INTERBAY ROTARY CLUB
GENERAL RELEASE AND WAIVER OF LIABILITY**

1. **General Release and Waiver of Liability:** THIS GENERAL RELEASE IS EXECUTED THIS _____ DAY OF _____, 20____, by _____ (Name).

2. The undersigned Participant is aware that participation in bicycling events and related activities may result in accident, injury, or death and Participant assumes any and all risks connected with, or arising out of, participation in said activities. Participant hereby represents that he or she is in good health and does not suffer from any physical impairment which would affect Participant's ability to be involved in bicycling or related activities. Participant acknowledges and is aware that Tampa Interbay Rotary Club, Inc., Rotary International and the Tampa Interbay Rotary Foundation, Inc., has not and will not render any medical services including medical diagnosis of Participant's physical condition.

YOU SHOULD NOT PARTICIPATE UNLESS YOU ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND AND AGREE THAT THIS EVENT WILL BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED AND YOU ASSUME ALL RISK BY PARTICIPATING IN THIS EVENT, RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH.

3. In consideration of being permitted to participate in the said event, Participant, for himself/herself and his/her personal representatives, assigns, heirs, next of kin and anyone else who may claim by, through or under them (collectively referred to as "Participant"), releases, waives, discharges and covenants not to sue Tampa Interbay Rotary Club, Inc., Rotary International and the Tampa Interbay Rotary Foundation, Inc., and their officers, directors, employees, members, affiliates, parents, subsidiaries, and volunteers, and each of them and their officers, directors, employees, members, affiliates, parents, subsidiaries, and volunteers, (all referred to as "Releasees"), and releases Releasees from any and all liability, claims, demands, actions, or rights of action, for injury or personal injuries known or unknown and any and all claims or damages therefore on account of any injury to the person, or damage to any property of the Participant, or resulting in the death of the Participant, whether caused by the negligence of the Releasees or otherwise, while Participant is participating in any bicycling event or any related activities, to include getting to and from the bicycling event.

4. Participant agrees to indemnify the Releasees from any loss, liability, damage or costs Releasees may incur due to the presence of Participant in any scheduled bicycling event whether caused by the negligence of Releasees or otherwise.

5. Participant assumes full responsibility for and risk of bodily injury, death or property damage due to negligence of Releasees or otherwise while participating in a bicycling event or related activity associated with Tampa Interbay Rotary Club.

6. Participant agrees that this language used in this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of this Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

7. Participant further states that he/she has carefully read the above Release and knows the contents of the Release and signs this Release as his/her own free act.

8. Participant further releases any and all employees, officers, directors, volunteers, and members from any claims whatsoever on account of rendering first aid, treatment or services rendered during his/her participation in bicycling events or related activity associated with Tampa Interbay Rotary Club.

9. This Release contains the entire agreement between the parties to this agreement and the terms of this Release are contractual and not a mere recital.

Dated this _____ day of _____, 20__.

Participant's signature

IF PARTICIPANT IS UNDER 18 YEARS OF AGE: AS LEGAL GUARDIAN OF _____ I HAVE READ, AGREE TO, AND FULLY CONSENT TO, THE ABOVE TERMS AND CONDITIONS. DATED THIS _____ DAY OF _____, 20__.

Signature of Parent/Guardian