

## Release, Waiver and Assumption of Risk

I, \_\_\_\_\_ (please print) hereby acknowledge and agree that in consideration of being permitted to participate in Brevets, Populaires, Permanents, or other club activities (collectively the "Cycling Activities") organized by the **Audax Japan, Okayama**.

1. I, on my own behalf and on behalf of my representatives, heirs, successors, and assigns, hereby acknowledge and agree that:

a) the sport of cycling requires physical exertion which may be strenuous and may cause physical injury. It can be dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of the sport itself and others which result from human error and negligence on the part of the persons involved in preparing, organizing, and staging Cycling Activities, INCLUDING THE FAILURE ON THE PART OF THE CLUB OR THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE CYCLING ACTIVITIES.;

b) as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property, social, and economic loss which may not be readily foreseeable at this time;

c) some of the aforesaid risks and hazards are foreseeable, but others are not;

d) I nevertheless freely and voluntarily assume any risks, hazards, injuries, costs, or damages known or unknown which I incur, or may incur, as a result of my preparation for, and participation in the Cycling Activities, including THE POSSIBILITY OF PERSONAL INJURY OR DEATH, and that, accordingly, my preparation for, and participation in the Cycling Activities shall be entirely at my own risk;

e) it is my responsibility to consult a physician prior to and regarding my participation in any Cycling Activities with the Club. I represent that I am physically fit and have no medical condition that would prevent my full participation in any Cycling Activities;

f) if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Cycling Activity;

g) neither the Club nor any of its volunteers, members, officers, directors, sponsors, advertisers, independent contractors, and agents (collectively the "Releasees") assume any responsibility whatsoever for my safety during the course of my preparation for or participation in the Cycling Activities;

h) I understand that the Club would not permit me to participate in any Cycling Activities unless I entered into this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement (the "RELEASE"), that this RELEASE applies to all Cycling Activities whether occurring in the near or distant future, and that the terms of this Agreement need not be brought to my attention

each time I participate in a Cycling Activity in order to be effective;

i) this RELEASE is binding on me, my heirs, my executors, administrators, personal representatives, and assigns; and

j) this RELEASE may be in addition to the release I must sign as a condition of participation in a particular Cycling Activity and that I am bound by the terms and conditions of both releases.

2. I hereby:

(a) RELEASE THE CLUB AND THE RELEASEES from any and all liability for any loss, damage, expense, or injury, including death, that I may suffer, or that my representatives, heirs, successors, and assigns may suffer resulting from my participation in the above mentioned Cycling Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE CLUB OR THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE CLUB OR THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE;

(b) waive as against the Club and the Releasees any and all recourses, proceedings, claims, and causes of action of any kind whatsoever I have, or may at any time in the future have, in respect of all personal injuries or property losses which I may suffer arising out of or connected with my preparation for or participation in the aforesaid Cycling Activities, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of the Club or any of the Releasees; and

(c) HOLD HARMLESS AND INDEMNIFY THE CLUB AND THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in the Cycling Activities.

3. If, despite this RELEASE I, or anyone on my behalf, makes a claim against the Club or one of

the Releasees, I will indemnify, save, and hold harmless the Club and the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result

of such claim.

4. In agreeing to this RELEASE, I am not relying upon any oral or written representations or statements made by the Club or the Releasees with respect to the safety of the activities other

than what is set forth in this Release.

5. I have been given the opportunity and have been encouraged to seek independent legal

advice prior to signing this RELEASE.

6. I understand that by signing this RELEASE I AM WAIVING CERTAIN LEGAL RIGHTS WHICH

I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE CLUB AND THE RELEASEES. Without limiting the generality of the foregoing, I acknowledge that I will be forever prevented from suing or otherwise claiming against the Club and the Releasees for any loss or damage connected with

any property loss or personal injury I may sustain while participating in or preparing for any of

the Cycling Activities whether or not such loss or injury is caused solely or partly by the negligence of the Club or any of the Releasees.

7. If any portion of this RELEASE is held to be invalid, the balance shall continue in full force and effect.

8. Any litigation involving the parties to this RELEASE shall be brought solely within the Okayama Prefecture, and shall be within the exclusive jurisdiction of the Courts of the Japan

I HAVE READ THE ABOVE RELEASE, WAIVER AND ASSUMPTION OF LIABILITY, FULLY UNDERSTAND ITS CONTENTS, AND SIGN IT FREELY, WITHOUT INDUCEMENT OR ASSURANCE

OF ANY NATURE, WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I VOLUNTARILY **AGREE** TO BE BOUND BY THE TERMS AND CONDITIONS

STATED ABOVE.

Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Witness Signature: \_\_\_\_\_