

Waiver of Liability - *Read Before Signing*

Marcy Dandes Memorial Family Bike Ride - September 24, 2022

In consideration of being allowed to participate in any way in this event and related activities, I the undersigned, acknowledge, appreciate, and agree that:

1. Participating in an organized bike ride includes certain inherent risks, including, but not limited to the risk of a collision with other riders, stationary objects, and other objects and the risk of falls. I recognize that the effects of weather may increase such risks, and I voluntarily assume all such risk by agreeing to participate. I recognize that these risks include the possibility of being injured; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown and assume all responsibility for my participation; and,
3. I willingly agree to comply with the terms and conditions for participation, including wearing a helmet. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE **Upstate New York Transplant Services, Inc., d/b/a ConnectLife, ECMC Corporation, ECMC Foundation, City of Buffalo, Handlebars Cycle Company LLC, Legacy Cycling LLC, Trek Bicycle Corporation, and all of their respective** officers, officials, agents, employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Signature

Date

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

Parent/ Guardian

Date

Emergency Contact

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Emergency Contact Phone Number