



POINT LOMA ROTARY CLUB

SERVING OUR COMMUNITY SINCE 1950



RIDE THE POINT PARTICIPANT AND VOLUNTEER ACCIDENT WAIVER AND RELEASE OF LIABILITY

I acknowledge that this athletic event requires that I am physically fit enough to participate or volunteer in this event. I acknowledge that I have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person. I verify that I have sufficient medical insurance to cover any medical condition or physical injuries that may be sustained while participating in this event.

I acknowledge that this is a **bike ride and not a race**. However, there are risks associated with any bike ride. Such risks include but are not limited to those caused by terrain, facilities, temperature, weather, lack of hydration, conditions of athlete's equipment, vehicular traffic, and intentional or negligent actions of other people including but not limited to participants, volunteers, spectators, event officials, and event monitors.

I hereby voluntarily assume all the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I have read and understood the description of the ride and the code of conduct provided on <http://www.ridethepoint.org> for the event and agree to abide by them including without limitation the requirements where a Consumer Product Safety Commission-approved bicycle helmet, by all other rules and regulations established for the Ride the Point event, and by the California Vehicle Code.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns as follows:

(A) WAIVE, RELEASE AND DISCHARGE from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me at or during my traveling to and from this event. **THE FOLLOWING ENTITIES OR PERSONS:** All government agencies including but not limited to Cities of San Diego and Del Mar, Port of San Diego, County of San Diego, Dept. Of the Navy, Dept. Of the Interior, Cabrillo National Monument, San Diego Police Department, Point Loma Rotary Club, Point Loma Endowment Fund, UCSD, SANDAG, Oggi's, their respective directors, officers, employees, volunteers, representative agents, the event sponsors, the event directors, event volunteers, co-participants and event vendors.

(B) IDENTIFY AND HOLD HARMLESS the entities or persons mentioned in (A) above, from any and all liabilities or claims made by other individuals or entities as a result of my actions during this event.

I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident or illness during the event. I agree to follow all California Vehicle Code traffic laws. I understand that this event or related activities may be photographed, filmed, video taped or otherwise have my likeness or voice recorded. I agree to allow my photo, video or film or sound likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and/or assigns in perpetuity.



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I acknowledge that this accident waiver release of liability form will be used by the event organizers, sponsors, government entities and other organizers and shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I agree that the venue for any legal proceedings is San Diego, California.

I hereby certify that I have read this document and understand this accident waiver and release of liability form will govern my actions and

I understand that I am releasing the named entities from claims based on negligence or responsibilities stemming from my involvement in this event in any way, including participation in or volunteering for this event.

In consideration for being able to participate in the ride (known legally as "valuable consideration"), I give The Point Loma Rotary Club and "Ride My Point" and The Point Loma Rotary Endowment Fund, their agents, volunteers (including photographers), their assigns, licensees, and legal representatives, the irrevocable right to use my picture, portrait or photograph in all forms, media and manners, without restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes.

I waive any right to inspect or approve the photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the photographs.

I have read this release and waiver and am fully familiar with its contents.

Name of Rider/Volunteer Participant: _____

Email Address: _____

Signature: _____

Date: _____

Bib Number: _____

(X) I am the parent/guardian of _____, a minor, and consent on his/her behalf to such use.

Printed Name: _____

Signature: _____

Email Address: _____

Date: _____

Bib Number: _____