



Ride the Point November 12, 2022

**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



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to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and/or assigns in perpetuity.

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:** _____



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**PARTICIPANT & VOLUNTEER
COVID-19 SCREENING QUESTIONNAIRE**

The safety of our participants and volunteers is our overriding priority. As the coronavirus (COVID-19) pandemic continues, we are monitoring the situation closely and following the guidance from the Centers for Disease Control and Prevention and local health authorities. In order to prevent the spread of the virus and reduce the potential risk of exposure to our participants and volunteers, we are asking you to answer this questionnaire prior to entering the event site.

Please respond to each of the following questions, your cooperation is important to help protect you and our other participants.

In the past 14 days:

1. Are you currently experiencing, or have you experienced any of the following symptoms?
 - a. Fever (100.4° F or greater)
 - b. Cough
 - c. Shortness of breath or difficulty breathing
 - d. Sore throat
 - e. Loss of taste or smell
 - f. Chills
 - g. Head or muscle aches
 - h. Nausea, diarrhea, vomiting

2. Have you been in contact with anyone who has tested positive for COVID-19?

3. Have you been tested for COVID-19 and are waiting to receive test results?

4. Have you have tested positive for COVID-19?

5. have you been on a commercial flight or traveled outside of the United States?

If you answered yes to any of the above questions, we ask that you refrain from participating in the event.

To maintain safety at the event, we recommend that you maintain 6-foot separation, wash hands frequently, and mask when stationary in large groups.



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**RELEASE AND WAIVER OF LIABILITY/ASSUMPTION OF RISK AGREEMENT
FOR EXPOSURE TO COMMUNICABLE DISEASES
PLEASE READ CAREFULLY BEFORE SIGNING**

The undersigned acknowledges and agrees that:

1. Participation in Ride the Point may include exposure to a communicable disease including but not limited to COVID-19. While the Point Loma Rotary Club has put in place preventative measures and procedures which, coupled with personal discipline, may reduce the spread of communicable diseases such as COVID-19, the risk of becoming infected and resulting serious illness and death does exist.

2. I acknowledge the contagious nature of communicable diseases including COVID-19 and voluntarily assume all risks, both known and unknown, including personal injury, illness, permanent disability, and death, and assume full responsibility for my participation and that of attendees of my permitted event. I understand that the risk of becoming exposed to or infected by a communicable disease, including COVID-19 may result from actions, omissions, or negligence of myself and others, including, but not limited to, Point Loma Rotary Club, City, Port, Navy Base Point Loma, employees, volunteers, and event attendees and their families.

3. I agree to comply with the stated and customary terms and conditions for protection against communicable diseases including, but not limited to, any Federal, State, County, or City public health orders or directives, and will take steps to ensure that those participating in Ride the Point do the same. If I observe behavior that does not comply with the identified health orders or directives, I will take steps to correct the behavior and ensure compliance and I will bring such behavior to the attention of the nearest official immediately.

4. I, on behalf of myself and my guests, event attendees, heirs, assigns, personal representatives and next of kin, hereby release, covenant not to sue, and agree to indemnify and hold harmless Point Loma Rotary Club, its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event, with respect to any and all communicable illness and resulting disability, death, or loss or damage to person or property, arising from the use of public facilities or property, to the fullest extent permitted by law. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Point Loma Rotary Club or elected officials, employees, agents, and representatives, whether a COVID-19 or other infection occurs before, during, or after Ride the Point.

5. I further understand and agree that the releases, waivers, and assumption of risk contained herein are in addition to and do not limit the generality of any other releases, waivers, permit conditions, and/or related agreements required for use of any of the above-mentioned public facilities or properties, which remain in full force and effect.

I HAVE READ AND UNDERSTAND THIS RELEASE OF LIABILITY AND WAIVER AND ASSUMPTION OF RISK AGREEMENT AND AGREE TO THE TERMS OUTLINED ABOVE.

Name of Participant: _____

Participant Signature: _____

Date: _____



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WAIVER OF LIABILITY FOR

PARTICIPATION IN PRIVATE ORGANIZATION ACTIVITIES

ABOARD

NAVAL BASE POINT LOMA, SAN DIEGO, CALIFORNIA

I am about to observe or participate in activities to be conducted under the direction of the "Organization" on Naval Base Point Loma, San Diego on the date specified above. I understand that the organization is a private organization and is not a Federal government entity. I understand that the organization is operating and conducting events on NBPL by permission of the Federal government subject to certain terms and conditions. I understand that my observation and/or participation in the activities of the organization will involve access to NBPL, an active military base which consists of Naval Base ranges and training areas.

I understand the following three cautions with regard to NBPL:

1. All ranges and training areas, including recreational fields, are designed for and used by the Navy for training its personnel in the deadly art of individual and unit combat.
2. Ranges and training areas have been subject to countless training exercises that may well have involved the use of ammunition and placement of man-made or natural obstacles which, if triggered or encountered by or during physical presence on the ranges/training areas, could result in serious bodily injury or death to me.
3. Range and training area conditions are often aggravated by the weather such that extreme heat, humidity, cold, wind, or wet will increase the likelihood of physical danger and exposure to serious bodily injury, sickness, accident, or death.

I understand that certain activities may cause injuries associated with physical fitness training like muscle sprains or strains, tendon pulls, dislocation of joints, broken bones and injuries associated with physical contact with other participants, and injuries from playing conditions, to include field conditions and the inherent dangers associated with environmental conditions.

I further understand that the organization will provide the following events or activities and I voluntarily assume the specific risks associated with observing or participating in these events or activities:

In spite of my full knowledge of the risks involved in observing and/or participating in the organization's activities and, in consideration of the privilege to participate in the organization's activities and, in consideration of the privilege to participate in the organization's activities to be held aboard NBPL, I do hereby freely and voluntarily, and intending to be legally bound, accept all risks associated with these activities and waive any and all rights to any claims or demands or any other actions whatsoever, including those attributable to negligence for damages due to accident, injury, or



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my death resulting from observation and/or participation in any of the organization's activities, for me, my spouse, my parents or guardians, my heirs, executors, administrators, or legal representatives of my estate, or anyone else on my behalf, which I may have against any of the following: the United States of America, the Department of Defense, the Department of the Navy, Naval Base Point Loma, or any and all individuals assigned to or employed by the United States, to include, but not limited to, the Secretary of the Navy, Chief of Naval Operations, or the Commanding Officer of Naval Base Point Loma, in both their official and personal capacities, or any medical personnel or their representatives, successors, or assigns designated thereto.

I understand that the above language means I have abandoned any rights I may have or any rights anyone associated with me may have, through legal or friendship or family ties, to sue the Federal government for any injury that I may sustain because of participation and/or observation in any of the organization's activities that results in any damage whatsoever to me, my property, or in my death. By signing this document, I acknowledge that the Federal government, or any agency or employee thereof, is not liable for any injury I may sustain, to include death, as a result of participation in, observation or attendance of the organization's activities. By signing this document, I effectively and completely assume all risk associated with the organization's activities.

Lastly, I understand that should I decline to execute this Waiver of Liability, I will not be permitted to attend, observe, or participate, in the organization's activities or event(s) to be held aboard Naval Base Point Loma.

PLEASE READ CAREFULLY BEFORE SIGNING

BY VIRTUE OF MY SIGNATURE, I ACKNOWLEDGE AND AGREE TO ALL TERMS AND CONDITIONS SET FORTH ON THIS DOCUMENT AND FURTHER ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS DOCUMENT IN WHOLE AND UNDERSTAND WHAT I AM SIGNING.

Printed Name of Participant/Observer

Signature of Participant/Observer

Date