

Orlando Road Club, Inc. Release and Indemnity

This Contract has important legal consequences. Read carefully before signing.



In consideration of my acceptance as a new or continuing member of **Orlando Road Club, Inc.**, a Florida not for profit corporation (“**ORC**”), I hereby freely make the following agreements and representations: **I ASSUME ALL RISKS**, know or unknown, incidental to membership in ORC and all of its activities. I acknowledge and understand that **cycling of any kind (whether competitive, training or recreational) is a dangerous activity (and that racing in particular is extremely dangerous)**, and that the dangers of any such activity include, but are not limited to, collision with pedestrians, other cyclists, vehicles or fixed or moving objects, road surface or other road related hazards, equipment failure and weather conditions, and that the risks associated with cycling include, but are not limited to, death, broken bones, trauma, heart failure or other cardio-vascular occurrences, or other severe physical or mental injury or trauma. On my own behalf, and on the behalf of my heirs, executors and administrators, **I HEREBY RELEASE AND FOREVER DISCHARGE ORC**, as well as the “Released Parties” (defined below), of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my membership in ORC or my participation in any cycling, racing or other activities in connection therewith, and **I further agree to indemnify and hold ORC as well as each of the Released Parties harmless** against any and all such liabilities, claims, actions, damages, costs or expenses, including but not limited to, all attorney’s fees and disbursements. The Released Parties are ORC, USA Cycling, Inc, the United Stated Cycling Federation and their affiliates, ORC’s suppliers, sponsors or promoters; along with the parent, related and affiliated companies of all of the foregoing, and the officers, directors, employees, agents, attorneys, representatives, members, successors and assigns of each of the foregoing persons or entities. **I understand that this release and indemnity agreement also includes any claims based on the negligence, action or inaction of ORC or any of the Released Parties and covers bodily injury (including death) and property damage, whether suffered by me, before, during or after such participation.**

I hereby covenant, certify and represent and warrant the following: (i) I am 18 years of age or older (unless the Consent and Release of Parent or Guardian Addendum is signed below), (ii) I am in good health and I have no physical or mental condition or limitation that would endanger my membership in ORC or participation in any of its activities or that would endanger the safety of any other person, (iii) I am an experienced cyclist who is sufficiently familiar with basic cycling skills, (iv) I will always wear a proper helmet while cycling and practice safe cycling skills appropriate to the activity, and (v) I further authorize medical treatment for myself, at my cost, if the need arises. I further agree that, if I or any of my successors or representatives bring any claim whatsoever in contravention to this agreement, the party bringing such claim shall be fully liable for all fees and expenses (including attorney’s fees and expenses through all appeals) in connection with such claim.

This agreement shall be governed by the laws of the State of Florida. Any legal action relating to or arising out of this Agreement against or with respect to ORC or any of the Related Parties shall be commenced exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (or if such Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in said county and having subject matter jurisdiction). This agreement may not be modified or waived orally. Every term and provision of this agreement is intended to be severable, such that is any such term or provision is found to be unenforceable or invalid, such finding shall not affect the remaining terms and provisions, which shall remain valid and enforceable.

Signature

Date

Print Name

ORLANDO ROAD CLUB, INC.
PO BOX 784928
Winter Garden, FL 34778-4928
www.orlandoroadclub.org



Orlando Road Club, Inc. Release and Indemnity ADDENDUM

Consent and Release of Parent or Guardian

(Sign only if ORC member is under age 18)



I am the parent or guardian of _____(Child). My child is fit for membership in ORC and cycling activities, including racing, and I consent to my Child's participation in such activities. **I HAVE READ AND I UNDERSTAND ORLANDO ROAD CLUB RELEASE AND INDEMNITY.** In consideration of allowing my Child to participate, I consent to and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** my heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS ORC AND THE RELEASED PARTIES FROM EVERY CLAIM AND ANY LIABILITY** that I or my child may allege against ORC or the Released Parties (including attorney's fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's membership in ORC or participation in any ORC related activities. **WHETHER CAUSED BY THE NEGLIGENCE OF ORC OR THE RELEASED PARTIES** or others. **I PROMISE AND COVENANT NOT TO SUE ORC OR ANY OF THE RELEASED PARTIES** on my behalf or on behalf of my Child regarding any claim arising from my Child's membership in ORC or participation in any of its activities.

Signature of Parent or Guardian

Date

Print Name

