



ACCIDENT WAIVER AND RELEASE OF LIABILITY

Updated 9/18/2023

By voluntarily participating in any Bike Florida event, ride, or tour (hereafter referenced as Event) as a rider or volunteer, you agree and acknowledge the following:

1. **Inherent Dangers.** I am aware that bicycling involves certain inherent dangers, including but not limited to the hazards of roads and off-road terrain; weather; accidents; actions of participants, motorists, and other persons. I acknowledge that I am aware of the rules of the road applicable to bicycles. I further understand that it is not the function of the Bike Tour Captains to serve as guardians of my safety.
2. **Physical Fitness.** I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person.
3. **Bicycle Helmets.** I understand that bicycle helmets are required to participate in the Event, and I agree to wear a helmet while riding in the Event and to follow the rules of the road and all applicable laws and safe bicycling practices.
4. **Photo and Video Rights.** I hereby grant Bike Florida the unconditional rights to use any images or video taken of me during the Event for nonprofit, educational, or other non-commercial use without requiring Bike Florida to notify me, seek my permission, or own any form of compensation. I understand these images will be used in an appropriate and respectful manner.
5. **Assumption of Risk.** I freely and voluntarily accept all risks of injury, death, or property damage. I understand and agree that none of the parties described below may be held liable in any way for any occurrence or accident in connection with the Event. I hereby RELEASE from any and all liability Bike Florida, Inc., its officers, volunteers and agents, their respective successors and assigns, ride sponsors and supporters, and Bike Tour Captain(s) (collectively, the "Released Parties"), against all claims, including, but not limited to, claims of negligence, unintentional acts, and acts of omission, and any personal injury, loss or expense, which may arise from my participation in the Event. I understand I am responsible for my own conduct and decisions while participating in

the event and further agree that this Waiver & Release shall apply to any claim arising out of my participation in non-bicycling activities while a participant in the Event.

6. **Binding and Contractual.** This Waiver & Release is intended to be binding upon me, my family, my heirs, my estate, my legal representatives, and assigns. I understand that the terms of this document are contractual and not a mere recital.
7. **State of Florida.** I acknowledge and understand that this Waiver & Release is intended to be as broad and inclusive as permitted by the State of Florida and that this Waiver & Release is governed by and interpreted in accordance with the laws of the State of Florida, without regard for any conflict of laws provisions. If any provision of this Waiver & Release is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision will not otherwise affect the remaining provisions of this Release, which will continue in full force and effect.
8. **Voluntary Participation.** I am participating in the Event only after having carefully read its contents. I am aware that I am giving up legal rights by signing this Waiver & Release and that I have no obligation to participate in the Event. I hereby represent, warrant, and certify that I am at least 18 years of age.
9. **Participating Minors.** For each participant who is a minor, the adult participant registering on their behalf represents and warrants to Bike Florida Inc that they are the legal guardian of that minor and possess full legal authority to release and waive claims and to covenant not to sue on that minor's behalf. By signing this form, I am acknowledging that I am at least 18 years of age. By registering for a minor, I am agreeing that I am their parent or legal guardian and am releasing Bike Florida Inc from any claims, lawsuits, or responsibilities for that minor.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER DURING YOUR VOLUNTEER OR RIDER REGISTRATION PROCESS, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.