

**LENI ANN BYRNE MEMORIAL BICYCLE RIDE (LAB RIDE) RELEASE, WAIVER OF LIABILITY,
ASSUMPTION OF RISK, INDEMNITY AND PARENTAL CONSENT AGREEMENT (“AGREEMENT”)
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IN CONSIDERATION of participating in any way in the Leni Ann Byrne Memorial Bicycle Ride (“Ride), I:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of bicycling and that I (or the minor) am qualified, in good health, and in proper physical condition to participate in such an activity. I FURTHER ACKNOWLEDGE that the Ride will be conducted on public roads and facilities open to the public during the Ride and upon which the hazards of traveling are to be expected.

2. FULLY UNDERSTAND that (a) BICYCLING INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING BUT NOT LIMITED TO, PERMANENT DISABILITY, DISFIGURMENT, PARALYSIS AND DEATH (“Risks”); (b) these Risks and Dangers may result from my own actions or inactions, the actions or inactions of others participating in the Ride, the conditions in which the Ride takes place, or the NEGLIGENCE of the “RELEASEES” NAMED BELOW; (c) there may be other RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time, and I VOLUNTARILY AND FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I incur as a result of my participation or that of the minor in the Ride. I FURTHER ACKNOWLEDGE and agree that the “RELEASEES” NAMED BELOW will NOT pay for medical or legal expenses, lost wages, pain, suffering, distress, property damage, or any other damages arising directly or indirectly from my participation or that of the minor in the Ride.

3. HEREBY RELEASE, DISCHARGE & COVENANT NOT TO SUE the Leni Ann Memorial Bicycle Ride, aka LAB ride, Brian Byrne, Shannon Byrne, Patrick Byrne, Michael Byrne, Kevin Byrne, Ocular Melanoma Foundation and their respective agents, partners, spouses, employees, and the event sponsors, advertisers, beneficiaries, organizers, volunteers, or anyone contributing services or involved in planning or facilitating the event, as well as the municipalities and counties through which the Ride will take place, any other person connected with the Ride, and their agents, employees, heirs, executors, successors, administrators and assigns, (“Releasees”), FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS. I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorneys fees, loss, liability, damage or cost as may occur as the result of such claim. I understand and agree that this AGREEMENT binds my heirs, dependents and assigns. The naming of any parties in this AGREEMENT is not intended to imply that they are joint venturers or have any right of control of the Ride’s participants.

I have carefully read this agreement and fully understand its contents and that I am giving up substantial rights in signing this document. I AM AWARE THIS IS A RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, AND A CONTRACT between myself and the Releasees and sign it of my own free will and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

PRINTED PARTICIPANT NAME: _____ DATE: _____

ADDRESS: _____

PHONE: _____ BIRTH DATE: _____

PARTICIPANT SIGNATURE: _____ I HAVE READ THIS RELEASE _____

EMERGENCY CONTACT: _____ EMERGENCY PHONE: _____

**LENI ANN BYRNE MEMORIAL BICYCLE RIDE (LAB RIDE) RELEASE, WAIVER OF LIABILITY,
ASSUMPTION OF RISK, INDEMNITY AND PARENTAL CONSENT AGREEMENT (“AGREEMENT”)
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MINORS RELEASE

I, THE MINORS PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BICYCLING ACTIVITIES AND THE MINOR’S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE, AND AGREE TO INDEMNITY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES IDENTIFIED ABOVE FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES AND DAMAGES ON THE MINORS ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR’S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEYS FEES, LOSS, LIABILITY, DAMAGE OR COST, AS MAY INCUR AS THE RESULT OF SUCH CLAIM.

PRINTED PARENT/ GUARDIAN NAME: _____

ADDRESS: _____

PHONE: _____

PARENT/GUARDIAN SIGNATURE (participants under the age of 18): I HAVE READ THIS RELEASE

DATE: _____