

The Release of Liability Agreement (" **Release Agreement**") is entered into between Swami's Athletic Association d/b/a Swami's Cycling Club ("**Swami's**") and myself and Registered Parties (as defined below).

IN CONSIDERATION of being permitted to become a member and participate in Swami's activities ("**Activities**") I (we) agree to the following:

1. I (we) understand and agree that bicycling requires physical conditioning and I represent that I am qualified and in sound medical condition capable of participating in the Activities. I agree that during the Activities of which I am participating, I will be solely responsible for (i) my health and safety; (ii) the condition and adequacy of my bicycle and riding equipment; and (iii) riding safely within the limits of my own abilities, my equipment and the riding conditions.
2. I (we) agree to abide by all verbal and written rules and regulations of Swami's for participation in the Activities, including the requirement to wear a bike helmet and obey all traffic laws.
3. I (we) understand the inherent and potential dangers associated with bicycling including, but not limited to weather, road conditions, debris, vehicular traffic, other bicyclists and equipment failures. I further understand that participation in the Activities carries with it potential consequences including serious physical and emotional injuries including death, property damage and other physical, emotional and economic injuries either foreseeable or not readily foreseeable at this time (collectively or individually, the '**Injuries**').
4. Acknowledging such risk exists, I, ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES, OR ASSIGNS OF MYSELF OR REGISTERED PARTIES HEREBY AGREE TO WAIVE, RELEASE, INDEMNIFY AND HOLD HARMLESS SWAMI'S, ITS OFFICERS, MEMBERS, SPONSORS, EMPLOYEES, CONTRACTORS, RIDE LEADERS, VOLUNTEERS AND OTHER THIRD PARTY PROVIDERS AND SUCCESSORS OF ALL OF THE ABOVE (COLLECTIVELY, '**RELEASEES**') FROM ANY AND ALL CLAIMS OR LIABILITY FOR INJURIES I MAY SUFFER DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING IN ANY RESPECT TO THE ACTIVITIES. THIS WAIVER AND RELEASE OF ALL CLAIMS SHALL INCLUDE, WITHOUT LIMITATIONS, ANY INJURIES WHICH MAY BE (A) CAUSED BY ANY ACT, OR FAILURE TO ACT, BY RELEASEES EVEN IF SAID INJURY RESULTS FROM THE NEGLIGENCE OF ANY OR ALL OF THE RELEASEES.
5. I represent and warrant that I have full legal authority to complete the membership application on behalf of myself and, if applying for a family membership, any other person I am including on the family membership (the '**Registered Party**' or '**Registered Parties**'). If I am registering a child under the age of 18 or an incapacitated adult, I represent and warrant that I am the parent or legal guardian of that party and have the legal authority to enter into this Agreement on their behalf. By registering a child under 13, I agree and consent to the collection of that child's personal information which I provide for the purposes of the membership registration.