

## Release and Assumption of Risk and Photograph Consent

**Because participation in the Winston-Salem Community Bike Ride (the "Event") requires physical activity with risk of personal injury and/or damage to property, we require participants to execute this Release and Assumption of Risk form (this "Release Form").**

I fully recognize and appreciate the dangers and hazards inherent in activities to which I may be exposed during participation in the Event. Examples of the potential dangers and risks associated with the Event include abrasions or scrapes, muscle strains, sprains, cramps, major injuries such as broken bones, and life-threatening injuries such as spine, neck, or head injuries, heart failure, and death. These examples are not intended to be all-inclusive but merely to exhibit my awareness of the risks inherent in my participation in the Event.

I hereby release the Winston-Salem Community Bike Ride and the Winston-Salem Bike Co-operative for injury and property damage due to the condition of the route, including but not limited to: potholes, speed bumps, other surface irregularities, debris, traffic control, curbing, signage (or lack thereof) or barriers (or lack thereof). I acknowledge that I am responsible for inspecting the route, and for determining whether to participate understanding the risks involved.

I voluntarily choose to participate and I voluntarily assume these risks. In consideration of my participation in the Event, I willingly and knowingly release the Winston-Salem Community Bike Ride and the Winston-Salem Bike Co-operative and its officers, trustees, employees, and agents (collectively, the "Released Parties"), from any and all claims that I, my child, my spouse, or any other parent, guardian, heirs or assigns might have by reason of any injury to person or property which results from, is related to, or might arise out of my participation in the Event and any other associated activities, except for claims arising from the gross negligence of the Released Parties.

Volunteers and other representatives of the Released Parties assisting in the Event are authorized (but are not obligated) to take any actions they consider to be warranted under the circumstances regarding my health and safety while I am participating in the Event. I agree to pay all expenses related thereto and hereby release the Released Parties from any liability for any such actions taken for my health and safety and for payment for any such treatment.

I acknowledge that this Release Form will bind members of my family, including myself, my spouse, my heirs, assigns and personal representatives. This Release Form will be construed under the laws of the State of North Carolina, which will be the forum for any lawsuits filed under or incident to this agreement or to the Event.

In addition to the above authorization and release, I also hereby authorize any photographer or media representative to photograph/video me during participation in the Event. I understand that any photographs/videos taken may appear in local news media, publication, brochure, advertisement or any other media. I understand I have no right to inspect or approve the publications, materials, advertising, etc., or to determine how the photographs/videos will be used, and I further understand that any use described herein may be made without compensation or additional consideration.

I have read and I do fully understand all of the above provisions. I hereby affirm that I am at least 18 years of age and am fully competent to contract.

\_\_\_\_\_  
Signature of Participant

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Participant

**If participant is less than 18 years of age:**

I (a) am the parent or legal guardian of the above participant; (b) have read and understand the foregoing release form; (c) am and will be legally responsible for the obligations and acts of the participant as described in this release form; and (d) agree, for myself and for the participant, to be bound by its terms.

\_\_\_\_\_  
Signature of Parent/Guardian

Date: \_\_\_\_\_