2013 BIKE MS: VIRGINIA'S OCEAN TO BAY RIDE • BIKE MS WAIVER AND SAFETY PLEDGE

bike MS

First Name _____ Last Name _____

Address_____

City _____ State ____ Zip _____ Phone _____

SAFETY PLEDGE

The "Rules of the Road" must be followed while participating in the National Multiple Sclerosis Society, Hampton Roads Chapter Bike Ride. Any cyclist who does not adhere to the rules will be removed from the ride immediately.

ALL CYCLISTS MUST READ AND INITIAL THE FOLLOWING:

Initials _____ I will wear a helmet at all times on the route.
Initials _____ I will not wear headphones or use a cell phone while riding.
Initials _____ I will obey VA traffic laws. I understand that cyclists have the same rights/ responsibilities as motorists.
Initials _____ I will be aware of emergency vehicles needing to pass and move to the right in a single file line.
Initials _____ I will ride predictably so that motorists and other cyclists can anticipate my next move and react accordingly.
Initials _____ I will always ride with the traffic flow, not against it.
Initials _____ I will stop at red lights and stop signs.
Initials _____ I will ride no more than two across, to the right of traffic and at least three feet from parked cars.
Initials _____ I will ride single file, in a straight line when traffic conditions require.
Initials _____ I will use hand signals to indicate turns and look before changing lanes. I will not assume my signal has been seen unless acknowledged.
Initials _____ I will use correct lane when navigating an intersection:

- Going straight, keep left of right turning traffic.
- Turning left, move to the left well in advance by looking back, signaling and moving left when it is safe.

Initials _____ I will not ride in a pace line.
Initials _____ I will pass other cyclists on the left and only after calling out, "On your left."
Initials _____ I will ride at a safe distance behind the cyclist in front of me.
Initials _____ I will ride defensively.

BIKE MS RELEASE AND WAIVER OF LIABILITY

For consideration of participation in the Bike MS event to be held beginning on May 31, 2013 and ending on June 2, 2013, I, _____, waive and release the National Multiple Sclerosis Society ("NMSS"), its chapters, directors, officers, administrators, representatives and executors, past and present employees, volunteers, agents, supervisors, participants, all city and state governments, assigns, all sponsors, their representatives and successors and other persons (collectively, the "Releasees"), from any and all claims, liabilities, or causes of action arising out of an injury to me (or my child) and from any and all claims, liabilities, or cause of actions arising from my (or my child's) participation or attendance in this event.

INHERENT AND POTENTIAL RISKS
I understand that Bike MS involves strenuous physical activity associated with bicycling long distances potentially over the course of several days. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume all risks associated with participating in Bike MS relating to the risk of strenuous physical activity, collisions with other riders, or falling off of my bicycle. I acknowledge that I (or my child) may incur minor injuries, major injuries, and catastrophic injuries including paralysis and death. I assume all risks from contact with other participants and volunteers, negligent or wanton acts of other participants and volunteers, any defects of conditions of road surfaces (including uneven or wet road surfaces or gravel on the road surface), failure of cyclists, vehicles, and non-participants to observe traffic signals or laws, and the effects of weather including high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and/ or humidity.

I acknowledge that my participation in Bike MS may involve an overnight stay and time off of my bicycle where I am still attending the Bike MS event. I assume all risk for any and all activities in addition to cycling that I (or my child) engage in throughout the entirety of the Bike MS event, including my (or my child's) safety from the beginning of Bike MS to the conclusion of the event.

I agree to dress myself (or my child) appropriately as to mitigate risk of physical injury to myself (or my child) including, but not limited to: wearing shoes appropriate for strenuous cycling involved in Bike MS; and dressing in conjunction with the weather. I understand that wearing a helmet that satisfies Consumer Product Safety Commission ("CPSC") standards is a requirement to participate in Bike MS. I agree to wear a helmet that satisfies CPSC standards for the entirety of my participation in Bike MS.

I agree that the Releasees are not responsible for any personal items or property lost or stolen before, during, or after Bike MS.

MEDICAL EVALUATION
I attest that I (or my child) am medically and physically able to participate in Bike MS. If I experience any doubt as to my (or my child's) ability to successfully and safely participate in and/or complete Bike MS, I take full responsibility for consulting a physician. I attest that, if I (or my child) am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I (or my child) should have or did consult a physician prior to participating in Bike MS.

I consent to emergency medical care and transportation in the event of injury to me (or my child) as medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency, including, but not limited to, negligent emergency rescue operations.

VOLUNTARY PARTICIPATION
I am fully aware of the risks connected with participation in Bike MS, whether specifically listed in this Release or not, and I voluntarily elect to participate in Bike MS knowing that this participation involves these risks. I understand that my participation in Bike MS accompanies a minimum fundraising obligation for the benefit of NMSS.

ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE, AND COVENANT NOT TO SUE
In consideration for being permitted to participate in Bike MS, I voluntarily agree for myself, my family, heirs, assigns, executors, and administrators to the following:

1. TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me (or my child), or any loss or damage to property owned by me (or my child), as a result of participating in Bike MS.
2. TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE the Releasees from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me (or my child), or to any property belonging to me (or my child), while participating in Bike MS including, but not limited to, any claim that the act or omission complained of was in whole or in part by the negligence or carelessness of the Releasees.

ACKNOWLEDGMENT AND COMPLIANCE WITH RULES
I agree to observe all rules and safety procedures that accompany Bike MS and to abide by any decision of an event official relative to my (or my child's) ability to safely participate in the event. I agree to exhibit appropriate behavior at all times and to obey all laws, including all applicable state and local laws and regulations governing cyclists. NMSS and event officials may dismiss me (or my child), without refund, should my (or my child's) behavior endanger the safety of or negatively affect an event, person, facility, or property of any kind.

SEVERABILITY
I agree that if any portion of this Release is deemed to be invalid, the remainder of the Release will still be binding and enforceable.

PHOTOGRAPHY RELEASE
I hereby grant full permission to NMSS to use, reuse, reproduce, publish, or republish any photographs, motion pictures, recordings, or any other record of my participation in this event, in any medium now known or hereafter developed, alone or in conjunction with other material, without restriction as to changes or alterations, as well as to use my name, voice, likeness, and/or other indicia of identity, for editorial, educational, promotional, advertising, and commercial purposes, including without limitation in connection with the solicitation of contributions and the furtherance of the corporate objectives of NMSS. Further, I relinquish all rights, title, and interest in any and all photographs, motion pictures, recordings, or other records of Bike MS I may take or capture to NMSS.

I acknowledge and represent that I have carefully read and understand all terms of this Release and Waiver of Liability.

Full Name: _____ Date of Birth: _____/_____/_____

Signature: _____ Date: _____

ONLY COMPLETE BELOW SECTION IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18:
I attest that I am in fact the parent or legal guardian of the above-named participant. I hereby give my approval to this child's participation in Bike MS. I assume all risks and hazards incidental to such participation, and I hereby waive, release, absolve, indemnify, and agree to hold harmless Releasees for any claim arising or any injury to my child and from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever arising out of or connected with my child's participation in Bike MS. I consent to the foregoing and grant permission for my child to participate in Bike MS. I attest that my child, the above-named participant, is a minimum of twelve (12) years of age as of the date of Bike MS and that my child will be accompanied by _____ (insert name of adult twenty-one (21) years of age or older) ("Temporary Guardian") throughout his or her participation in Bike MS. I entrust Temporary Guardian with the health and well-being of my child throughout the duration of Bike MS.

I attest that I, along with my child, have read the Safety in Group Cycling brochure and understand and will comply with the brochure's contents.

I acknowledge I have carefully read, accept, and agree to the terms on this Release, and know and understand their contents and I sign the same on my own free act and deed. Witness of signature provided by the parent or legal guardian of the above-named participant is required.

Child's Full Name: _____

Parent/Guardian's Full Name: _____

Parent/Guardian's Signature: _____ Date: _____

Notary Public: _____ Date: _____ Seal: