

WHEELIE SPOKED

Welcome! We're excited to ride with you this year!


By registering with Wheelie Spoked as a member, or by attending any of our rides or events, you agree to the following:

LIABILITY WAIVER:

- I understand that bicycle helmets are required to participate in all Wheelie Spoked events and rides. I agree to wear a helmet while participating in any such Event and to follow the rules of the road and trail, as well as all applicable laws and safe bicycling practices.
- I warrant that I am able to ride safely and that my bicycle and equipment are in safe working condition.
- By my participation in any Wheelie Spoked event or ride, I acknowledge that there are certain inherent risks with any bicycle related activity, including but not limited to the hazards of roads and trails, off-road terrain, accidents, traveling on or crossing heavily traveled roads, winding roads and trails, steep descents, rocks, potholes, unexpected moves of another rider, physical exertion, fatigue, flat tires, motorists, and other actions of participants and other persons. Ride or event terrain, pace and distance may vary from the written or verbal description.

I FULLY UNDERSTAND that (a) BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Event, the conditions in which the Event 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 FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation in the Event.

Release of all Liability (Including Negligence). To the fullest extent allowed by law, I agree to fully release Wheelie Spoked, Bingham Cyclery, their officers, agents, successors and assigns, sponsors, employees, the ride leader(s), other volunteers, and other participants (each considered one of the "RELEASEES" herein) from all liability for damages, injuries or claims, including any from the



negligence of the Releasees to myself or any other person or property, which in any way result in whole or in part from my participation in the Event. I expressly agree to release the Releasees for their negligence in causing in whole or in part any injury or damage to me. I agree to release all Releasees from any liability or responsibility related to health care costs.

No Lawsuit/Hold Harmless. To the fullest extent allowed by law, I agree not to file any lawsuit against the Releasees, and to indemnify the Releasees and hold them harmless for any damages, injuries, judgments or lawsuits, resulting from my participation in the Event. I agree that my obligation not to sue and to indemnify and hold the Releasees harmless applies even if the Releasees are negligent and includes repayment of all attorneys' fees and costs incurred by the Releasees which any they may incur as the result of such a claim.

I understand and agree that this contract is binding upon my heirs and legal representatives and is a final and complete agreement. If portions of this agreement are invalid, then I agree that the remaining portions will remain enforceable. I acknowledge that I have read and understood all provisions in this document. Any legal action that may arise from my participation in this ride or Event will be brought in the Third District Court, State of Utah.

SOCIAL MEDIA DISCLAIMER:

I give my permission to be photographed or videoed at Wheelie Spoked events and understand that those assets may be used on social media, the Wheelie Spoked website, and elsewhere with the sole purpose of promoting the club and its activities. I understand that I will not be tagged in social media posts unless I give expressed consent.