

## **Mid-City Bike Match Liability Waiver**

Mid-City Bike Match (MCBM) is a project of The San Diego County Bicycle Coalition. By participating in MCBM I acknowledge that I understand the following:

By offering a bike I represent to the best of my knowledge that the bike is in ready to ride condition.

By accepting a bike I acknowledge that I have had an opportunity to inspect the bike, even if that occurred at the time of transfer, to satisfy myself that the bike is in ready to ride conditions.

ACKNOWLEDGE, agree, and represent that I understand the nature of bicycling activities (“biking”) on streets with or without motor vehicles, bicycles, other vehicles and people, and that I am qualified, in sufficiently good health, and in proper physical condition to engage in such biking activity. I further acknowledge that biking often takes place on public roads and facilities open to the public, and upon which the hazards of traveling are to be expected.

ACKNOWLEDGE, agree, and represent that I understand that any in-person interaction or proximity between two or more people risks the transmission of viruses, including, but not limited to, the coronavirus, COVID-19, the flu and the common cold.

ACKNOWLEDGE, agree, and represent that I will follow orders and recommendations by local, state and federal governments and officials, including public health officials, as it relates to social interaction and any travel in public, including, but not limited to, ending my activity related to the MCBM and recommendations and orders to wear protective equipment to limit transmission of any virus, including the coronavirus.

I FURTHER AGREE and represent that if, at any time, I (a) believe conditions to be unsafe for biking, (b) believe conditions are not in accordance with recent public government guidelines related to limiting the risk of transmission of viruses like the coronavirus, or (c) am experiencing or recently have experienced any physical symptoms associated with the coronavirus, COVID-19, the flu or the common cold, including but not limited to fever, coughing, difficulty breathing, and sore throat, I will, as relevant to such activity, immediately discontinue biking and/or not participate further in any in-person activity with any other person as it relates to the MCBM.

I acknowledge that San Diego County Bicycle Coalition is merely the facilitator of the bike exchange between the parties entering into this transaction.

I acknowledge that San Diego County Bicycle Coalition makes no representations regarding the condition of any bike, including but not limited to the bike in this particular exchange regarding its safety or safety features or its fitness for the intended purposes. including but not limited to the bike in this particular exchange.

I FULLY UNDERSTAND that (a) BICYCLING ACTIVITIES, THE CORONAVIRUS, COVID-19 AND THE FLU INVOLVE RISKS AND DANGERS THAT MAY RESULT IN SERIOUS BODILY INJURY, INCLUDING BUT NOT LIMITED TO RESPIRATORY DAMAGE, COMA, SEPSIS, ABNORMAL CLOTTING, DAMAGE TO THE HEART, KIDNEYS AND LIVER, PERMANENT DISABILITY, PARALYSIS, AND DEATH (“Risks”); (b) such Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in, promoting, coordinating, facilitating or supporting the MCBM the conditions in which the MCBM 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, my personal representatives, assigns, heirs, and next of kin may incur as a result of my participation in the MCBM.

I hereby discharge, covenant not to sue, and release the San Diego County Bicycle Coalition, its administrators, directors, agents, officers, members, volunteers, and employees, other participants, including any person or entity providing or receiving a bicycle as part of the MCBM, and, if applicable, owners and lessors of premises on which the MCBM takes place, (each considered one of the "RELEASEES" herein) 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 AND FIRST AID PROVIDED OR NOT. And, 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, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

(If the person receiving the bicycle is a minor, a parent or legal guardian must complete this form, assuming responsibilities for the recipient.)

I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.