# ARTSPACE City-Wide Open Studios Bicycle Tours- October 22/23 2016

**RELEASE AND WAIVER OF LIABILITY**
**ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**Notice:** This release form is a contract with legal consequences. Read it carefully before signing. In consideration of my participation in the **City-Wide Open Studios** bicycle tours in and around the Greater New Haven area ("Activity") for myself, my personal representatives, assigns, heirs and next of kin:

1. Acknowledge, agree and represent that I understand the nature of Activity and that I am qualified to participate in such Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards are traveling are to be expected. I further agree that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. Fully understand that:

a. Bicycling activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death ("Risks")

b. I have been advised to wear an approved helmet and if I fail to do so I fully assume all risks resulting from my failure to wear a helmet. I assume all responsibility for the selection of a helmet.

c. These Risks and dangers may be caused by my own actions of inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the "Releases" named below.

d. 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 INCUR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY.

3. Hereby release, discharge, covenant not to sue, and agree to indemnify and save, hold harmless Artspace, Inc, Elm City Cycling, The Devil's Gear LLC, and their respective administrators, directors, agents and employees, other participants, any sponsors, advertisers, and, if applicable, owners and leasers of premises on which the Activity takes place (each considered one of the "Releases" 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 "Releases" or otherwise, including negligent rescue operation. I have read this agreement, **fully understand its terms**, understand that I have given up substantial rights by signing it and have signed it freely and without 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 and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.
4. PARENT OF GUARDIAN OF MINOR: I, as parent or guarding of the below-named minor, hereby give my permission for my child or ward to participate in the Activity and further agree, individually and on behalf of my child or ward, to the terms of the above.

**SIGNATURE (or parent signature if under 18 years old):**
**DATE:**
**NAME (PLEASE ENTER FIRST AND LAST IN BLOCK CAPITALS):**

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**EMAIL ADDRESS (PLEASE ENTER IN BLOCK CAPITALS):**

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