

MARIAN UNIVERSITY

Indianapolis®

2017 WAIVER AND RELEASE FROM LIABILITY AND INDEMNIFICATION FOR CYCLING ACTIVITIES

I, _____ seek to participate in certain cycling Activities at Marian University and/or the Indy Cycloplex, (also known as the Lake Sullivan Sports Complex), including but not limited to cycling at the **Major Taylor Velodrome, the BMX track, the road criterium race course, and the cyclocross course, sprint clinics, and Power Booster® training programs**, subject to the rules set forth by Marian University and the Indy Cycloplex staff and the terms and conditions set forth below. In consideration of the permission granted to me by Marian University, the Department of Parks and Recreation and the Consolidated City of Indianapolis, Indiana to participate in these Activities, the receipt and sufficiency of such consideration is hereby acknowledged, I agree as follows:

1. I, individually and on behalf of my heirs, successors, assigns and personal representatives, do hereby waive, release from liability, hold harmless and discharge Marian University and its employees, students, agents, servants, officers, trustees and representatives (in their official and individual capacities), the Consolidated City of Indianapolis and the Department of Parks and Recreation and their respective agents, officers, sponsors and employees from any and all liability whatsoever for any and all claims, demands, damages, claims for relief, losses or injuries, including death, mental anguish or emotional distress to persons and/or property, including but not limited to any claims, actions causes of action, damages, costs, expenses (including hospital and medical expenses) and attorney's fees, which may exist or which may hereinafter arise out of, during or in connection with my present or future participation in cycling Activities at Marian University and/or the Indy Cycloplex, (also known as the Lake Sullivan Sports Complex) which may be sustained or suffered by me or any person in connection with my association with or participation in the Activities, even if injury results from negligence of Marian University, the Department of Parks and Recreation and the Consolidated City of Indianapolis, Indiana or their respective agents, officers, sponsors and employees. I understand and acknowledge that I am not required to participate in these Activities and that my participation is wholly voluntary.

2. I do further agree individually, and on behalf of my heirs, successors, assigns and personal representatives, to protect, indemnify, defend and hold harmless Marian University and its employees, students, agents, servants, officers, trustees and representatives (in their official and individual capacities), the Department of Parks and Recreation and the Consolidated City of Indianapolis, Indiana and their respective agents, officers, sponsors and employees from any and all liability, loss or damages they or any of them incur or sustain as a result of any claims, demands, damages, actions, causes of action, judgments, costs or expenses, including attorney's fees, which result from, arise out of or relate to my participation in the aforementioned Activities.

3. I also hereby waive and forever release any and all claims for personal injury, property damage and/or loss of services which I may now have or have in the future, against any sponsor, promoter or developer of any of the Activities and/or programs held at Marian University and/or the Indy Cycloplex, (also known as the Lake Sullivan Sports Complex), Indianapolis, Indiana, in which I am participant.

4. I acknowledge that cycling is an inherently dangerous sport, and fully realize the dangers of participating in these Activities. I understand that Marian University, the Department of Parks and Recreation and the Consolidated City of Indianapolis do not guarantee the adequacy of any helmets or equipment provided for Activities at Marian University and/or the Indy Cycloplex, (also known as the Lake Sullivan Sports Complex) and I am responsible for my own choice of helmet and/or other equipment and assume any and all risks which could result from inadequate head protection or improper use of or condition of other equipment during these Activities.

5. I acknowledge that this Waiver and Release from Liability and Indemnification is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and, if any portion hereof is held invalid, it is agreed that the balance hereof shall, notwithstanding, continue in full legal force and effect.

6. In the event of any cause of action, the laws of the State of Indiana apply, and the jurisdiction lies with the Marion County Superior Court or the U.S. District Court of the Southern District of Indiana.

7. I represent and warrant that I am covered throughout the Activities by a policy of comprehensive health and accident insurance which provides coverage for injuries which I may sustain as a consequence of my participation in the Activities. I

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release and discharge Marian University and its employees, students, agents, servants, officers, trustees and representatives (in their official and individual capacities), the Department of Parks and Recreation and the Consolidated City of Indianapolis, Indiana and their respective agents, officers, sponsors and employees of all responsibility and liability for any injuries, illnesses, medical bills, charges, co-pays, deductibles or similar expense, whether covered by health insurance or not, that I may incur while participating in or attending the Activities.

8. I hereby grant to Marian University, the Consolidated City of Indianapolis, and the Department of Parks and Recreation all exhibition rights for participation in the Activities or in events at Marian University and/or the Indy Cycloplex, (also known as the Lake Sullivan Sports Complex). Such rights include without limitation, include the right to use my name, voice, or likeness in television, radio, film, print, online, other recordings or advertising copy, and all exhibition rights, which may be used as Marian University, the Consolidated City of Indianapolis or the Department of Parks and Recreation deems appropriate without any right by me to inspect and/or approve such use.

I HAVE READ THIS ENTIRE DOCUMENT, I UNDERSTAND ITS TERMS AND CONDITIONS, I UNDERSTAND IT AFFECTS MY LEGAL RIGHTS, IT IS A BINDING AGREEMENT AND IT IS A RELEASE OF ALL CLAIMS.

_____ (< INITIAL HERE)

Please complete this entire section legibly:

| | |
|---|---------------------------------|
| _____ Rider's Printed Name | _____ Street Address |
| _____ City, State, Zip Code | (____)_____ Telephone Number |
| ____ / ____ / ____ Rider's Birth Date Age | _____ Email address |
| I affirm, under penalties of perjury I am 18 years of age or older and executed the above foregoing WAIVER AND RELEASE OF LIABILITY knowingly and voluntarily on this the _____ day of _____, 2017. | |
| _____ Signature of Rider | |

I am the parent/guardian of _____ (Child) who is **under the age of 18**. My Child is fit for these Activities, and I consent to my Child's participation. I HAVE READ AND I UNDERSTAND THIS WAIVER AND RELEASE OF LIABILITY, I UNDERSTAND ITS TERMS AND CONDITIONS, I UNDERSTAND IT AFFECTS MY AND MY CHILD'S LEGAL RIGHTS, IT IS A BINDING AGREEMENT AND IT IS A RELEASE OF ALL CLAIMS.
 _____ (INITIAL)

 Signature of Parent/Legal Guardian