

# **LUNAR LUNACY GENERAL RELEASE**

***This is a release of liability. Read carefully before signing.***

THE CITY OF SACRAMENTO, THE ROTARY CLUB OF POINT WEST SACRAMENTO AND THE POINT WEST ROTARY CLUB FOUNDATION REQUIRE THAT, AS A CONDITION TO RIDING, VOLUNTEERING OR OTHERWISE PARTICIPATING IN THE EVENT DESCRIBED BELOW, YOU SIGN THIS GENERAL RELEASE.

In consideration of being permitted to ride, volunteer or otherwise participate in the LUNAR LUNACY FUN BIKE RIDE (“the Event”) on August 5, 2017, I hereby voluntarily release, discharge, waive and relinquish (collectively “Release”) any and all claims or actions that I may have now or in the future against the City of Sacramento, the Rotary Club of Point West Sacramento, the Point West Rotary Club Foundation and their respective directors, trustees, officers, employees, members, agents and volunteers (collectively, “Releasees”) for damages for personal injury, death, or property damage (the “Risks”) that I may suffer resulting from riding, volunteering or otherwise participating in the Event, or being present at the Event, including but not limited to Risks caused by the actions or inactions of me, any other person at or volunteering or participating in the Event, or by any person providing advice or instruction during the Event, including the Releasees. I further agree to defend, indemnify and hold all Releasees harmless from and against any claims, liabilities, actions, costs and expenses, including attorneys’ fees and other defense costs, resulting from or associated with said Risks. This General Release is intended to discharge, in advance, the Releasees from any and all liability arising out of or connected in any way with the Event, even though that liability may in whole or in part arise out of negligence, carelessness, or improper actions or failure to act on the part of the Releasees, but excluding intentional misconduct.

I understand that the Event is an inherently dangerous recreational activity and serious accidents, including grave personal injury or death and property damage, occur from time to time during these types of special event activities. Knowing the Risks, and in consideration of being permitted to ride, volunteer or otherwise participate in the Event, I hereby agree to assume those Risks and agree to Release and promise not to sue the Releasees, even though by their act or failure to act I may suffer injury and damages and the Releasees may otherwise be liable to me and/or my spouse, partner, children, family and heirs for my injuries and damages but for this General Release. I further understand and agree that this Release and assumption of Risks is binding on my heirs, executors, administrators and assigns.

I hereby grant the Rotary Club of Point West Sacramento and the Point West Rotary Club Foundation the irrevocable and unrestricted right to use and publish for promotional, informational and other purposes and in any manner and medium, all photographic, video and digital images of me taken either during the Event, or at the Event site prior to or after the Event.

I acknowledge and represent that (i) I have carefully read and understand this General Release, (ii) I understand that I am giving up substantial rights by signing this General Release, and (iii) I am executing this General Release and riding, volunteering or otherwise participating in the Event by my own choice, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this General Release. This General Release shall remain in full force and effect after the Event and shall not become legally unenforceable due to the passage of time.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Rider’s Name: \_\_\_\_\_

**THIS DOCUMENT IS A RELEASE OF LIABILITY WHICH AFFECTS YOUR RIGHTS. READ DOCUMENT CAREFULLY BEFORE SIGNING.**