

Santa Fe Seniors On Bikes Membership Application and Waiver

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, CONDUCT, INDEMNITY AGREEMENT including Covid 19

**herein referred to as "Waiver"
for Santa Fe Seniors on Bikes ("SOB") and
League of American Wheelman dba League of American Bicyclists ("LAB")**

IN CONSIDERATION of being permitted to participate in any way in Santa Fe Seniors on Bikes ("Club") sponsored Bicycling Activities ("Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE**, agree, and represent that I understand the nature of Bicycling Activities and that I am qualified, in good health, and in proper physical condition 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 of traveling are to be expected. I further agree and warrant 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) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, **the actions of other road users, e.g. motorists**, the conditions in which the Activity 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 Activity.
3. **AGREE that I will adhere to the following requirements (my conduct) BEFORE participating in any group ride:**
 - Abide by any guidelines promulgated by the CDC regarding my behavior if I have been exposed to a person who has tested positive for Covid-19 or has symptoms consistent with Covid-19 *and otherwise agree to follow CDC recommendations regarding Covid 19*. [Refer to this CDC webpage](#) as well as other CDC webpages regarding Covid19.
 - Abide by any applicable New Mexico Public Health Order.
 - Agree that I do not currently have one or more of the following Covid-19 symptoms (fever above 100F, cough, shortness of breath, difficulty breathing, sore throat, body aches, loss of taste or smell), and do not have general fatigue or symptoms of a cold or the flu.

Agree that if I do not meet *all* of the above conditions, I will not participate in any group ride.

4. Agree that I have read and understand the following Covid 19 risks:

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious. The state of medical knowledge is evolving, but the virus is known to spread from person-to-person contact and/or in the air. People can be infected and show no symptoms and therefore spread the disease. COVID-19 can cause serious and potentially life-threatening illness and even death. Santa Fe Seniors on Bikes cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while participating in a group ride. It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in a Santa Fe Seniors on Bikes group ride you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19. And I hereby choose to accept the risk of contracting COVID-19 for myself and possibly spreading COVID-19 to my (non-riding) spouse / partner in order to participate in an SOB group ride. These services are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in SOB group rides.

5. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club, or the League of American Bicyclists (LAB), any of Club or LAB respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity 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 also including exposure, infection, and/or spread of Covid 19. 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.

6. Agree that the law of the State of New Mexico will apply to this contract.

I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND ALL 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 (including related to Covid-19) 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.

