

LIABILITY WAIVER, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Bike Cleveland Bike Match

IN CONSIDERATION of my participation as a donor, recipient, or otherwise in the Bike Cleveland Bike Match ("Match"), which is promoted and supported by Bike Cleveland ("BC"), 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 ("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.
2. ACKNOWLEDGE, AGREE, and REPRESENT that I understand that any in-person interaction or proximity between two or more people risks the transmission of infectious diseases including, but not limited to diseases caused by viruses, including COVID-19, the flu, and the common cold.
3. ACKNOWLEDGE, AGREE, and REPRESENT that as it relates to the Match, I will follow the orders and recommendations by local, state, and federal government officials related to limiting the transmission of viruses (including the Coronavirus). This includes, but is not limited to, orders or recommendations relating to (i) social interaction, (ii) travel in public, and (iii) use of personal protective equipment. If necessary to comply with these orders or recommendations, I will end any activity related to the Match.
4. AGREE and REPRESENT that I will immediately discontinue biking and/or not participate further in any in-person activity as it relates to the Match if I: (a) believe conditions to be unsafe for biking, (b) believe conditions are not in accordance with current government guidelines related to limiting the risk of transmission of infectious disease (like the coronavirus), (c) am experiencing, recently have experienced, any physical signs associated with the coronavirus, COVID-19, the flu or the common cold, including but not limited to fever, coughing, difficulty breathing, and sore throat, or (d) have been exposed in the past 14 days to an person known to have been infected by the Coronavirus or has physical signs associated with the coronavirus, COVID-19, the flu or the common cold.
5. ACKNOWLEDGE 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, STROKE, 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 Match, the conditions in which the Match takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; and (c) there may be OTHER RISKS AND LOSSES either not known to me or not readily foreseeable at this time.
6. FULLY ACCEPT AND ASSUME ALL 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 Match.

7. UNDERSTAND that BC is connecting bicycle donors with bicycle recipients through the Match and further that BC MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, ANY BICYCLES OR EQUIPMENT, THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THERETO, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND BC HEREBY DISCLAIMS THE SAME.

8. HEREBY DISCHARGE, COVENANT NOT TO SUE, AND RELEASE Bike Cleveland, 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 Match, and, if applicable, owners and lessors of premises on which the Match 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.

9. 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.

10. PERMIT BC to freely use my name, picture and voice in any broadcast, telecast, print account or any other account in any medium as captured via my participation in the Match, in furtherance of BC's mission as a public charity. I understand that this permission is perpetual in time and that it encompasses, without limitation, any copyright, right of publicity or privacy that I may have in my name, picture and voice.

11. 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