



# ALBANY BIKE RESCUE MEMBERSHIP APPLICATION/WAIVER

## MEMBERSHIP APPLICATION AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY!

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

### Member Contact Information

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

First Name: \_\_\_\_\_ Nick Name (opt): \_\_\_\_\_ Last Name: \_\_\_\_\_

Email Address (opt): \_\_\_\_\_

Phones (opt) Mobile: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Are you at least 18?  Yes  No

If under 18? Guardian Name: \_\_\_\_\_

Member Birthdate (opt if over 18): \_\_\_\_/\_\_\_\_/\_\_\_\_\_

The Member desires to work with and for ABR and to engage in the Activities related to being a member. The Member or Parent understands that the Activities may include repairing, replacing, restoration and reconstructing bicycles, working in the ABR offices, using bicycle parts from ABR, and riding bicycles from ABR or bicycles that have been serviced at any ABR event, and that the Activities pose serious potential physical risks and hazards.

### Waiver and Release of Liability – Please Read Before Signing!

This Release and Waiver of Liability (the “Release”) executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (the “Member”) or parent or legal guardian of a minor member (“Parent”) in favor of Albany Bike Rescue, Inc., (“ABR”) a New York State not-for-profit corporation, its agents, directors, officers, employees, members, independent contractors, all other persons acting under their direction or control, and their successors and assigns (collectively with ABR the “Released Parties”).

The Member or Parent hereby freely, voluntarily, and without duress executes this Release under the following terms:

**Release and Waiver.** Member or Parent does hereby release and forever discharge, hold harmless and indemnify the Released Parties from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Member’s Activities at ABR.



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Member or Parent understands that this Release and Waiver discharges the Released Parties from any liability or claim that the Member may have against the Released Parties with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Member's Activities with the Released Parties whether caused by the negligence of the Released Parties or otherwise. Member or Parent also understands that the Released Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

**Medical Treatment.** Member or Parent does hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Member's Activities with ABR.

**Assumption of Risk.** The Member or Parent understands that the Activities include work that may be physically hazardous to the Member, including, but not limited to repair, replacement, restoration, and reconstruction of bicycles, using bicycle parts from ABR and riding bicycles from ABR or bicycles that have been serviced at any ABR event.

Member or Parent hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases the Released Parties from all liability for injury, illness, death, or property damage resulting from the Activities.

**Insurance.** The Member or Parent understands that, except as otherwise agreed to by ABR in writing, ABR does not carry or maintain health, medical, or disability insurance coverage for any Member. Each Member or Parent is expected and encouraged to obtain his or her own medical or health insurance coverage.

**Photos.** The Member or Parent consent to allowing ABR to photograph member for advertising purposes, promotions, display, and general use. All forms of media or pictures are including in this release.

**Other.** Member or Parent expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New York, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New York. Member or Parent agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Member or Parent has executed this Release as of the day and year first above written.

Witness: \_\_\_\_\_

Member or Guardian: \_\_\_\_\_