

Laurence Malone Memorial Ride and Celebration Release

Waiver and Release of Liability, Assumption of Risk Agreement, Parental Consent Agreement with Indemnity, and Other Agreements

This is a Release of Legal Claims. When you agree to it, you, your heirs, personal representatives and assigns forever give up your rights to sue the persons and entities referred to in this Release. READ IT CAREFULLY.

In return for being allowed to participate in one or more of the Laurence Malone Memorial bike rides ("Malone Memorial Ride", or simply, "ride"), and related activities on May 15, 2022, based at Soule Park in Ojai California, a public park owned and managed by the County of Ventura, and on the roads in the County of Ventura and organized by friends of Laurence Malone, with volunteer assistance: _

Waiver and Assumption of Risk I understand and acknowledge that I and other participants will be engaging in activities that are inherently risky. The risks cannot be eliminated regardless of the care taken to avoid injuries. The specific risks range from 1) viral and bacterial infections, other communicable illnesses, minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, loss of teeth, joint or back injuries, broken bones, heart attacks, and concussions to 3) catastrophic injuries including paralysis, permanent disability and death. I further acknowledge and understand that the Malone Memorial Ride will take place on a mixture of bike paths, public roadways with motor vehicle traffic, dirt fire roads and single track dirt trails, in mountainous, steep terrain, open to vehicular and other traffic; the various courses have not been reviewed or monitored for safety, and no efforts have been, or will be, undertaken by the County of Ventura or the ride organizers to monitor, control or direct traffic or safety on any of the various routes. I understand that the risks inherent in the activity may be increased through my own actions, or through the negligent action or inaction of the ride organizers, participants or volunteers. I therefore assume all risks of injury or loss, even if caused in whole or in part by the negligence of the County of Ventura or the Malone Memorial Ride organizers or any of its volunteer assistants, participants, members, sponsors or other representatives.

Release From Liability. I release from liability the County of Ventura and the Malone Memorial Ride organizers, volunteers, assistants, and ride sponsors, and the officers, members, sponsors, agents, dd and employees of any of them, for any injury or damage that I may incur as a result of their activities, even if caused in whole or in part by their negligence.

California Civil Code section 1542 states: **"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."** I have read and understand the statute, and specifically and expressly waive the terms of that section. I AGREE TO RELEASE ANY CLAIMS, KNOWN OR UNKNOWN, ARISING FROM MY PARTICIPATION IN THE MALONE MEMORIAL RIDE, AND I FURTHER AGREE TO RELEASE CLAIMS THAT I MAY NOT YET KNOW OF OR WHICH

MAY BE BASED ON EVENTS THAT HAVE NOT YET OCCURRED. The foregoing release is binding on me, my heirs, assigns and personal representatives.

Release on Behalf of Minor. If I am allowing children under the age of 18 to participate in any activity, I agree on their behalf to the terms of this Release.

Indemnification Agreement. I agree that if, notwithstanding this Release, I, the minor, or any one on the minor's behalf makes a claim against any of the persons or entities Released, I will indemnify those persons and entities and hold them harmless against all expenses, damage or costs, including attorneys fees, arising out of that claim.

Name of Participant: _____

Signature: _____

Date: _____.

Signature of parent/guardian: _____

Date: _____.