

# BASF's VLSP Cycling Challenge Waiver and Commitment Forms

## Commitment Form to participate in BASF's VLSP Cycling Challenge

**This is a fundraiser for the Volunteer Legal Services Program. Participants are asked to find sponsors and are required to raise a minimum of \$250 in contributions. Participants agree that if the minimum is not met, they will personally guarantee that amount.**

Sponsorship information and participant registration can be found at [www.sfbar.org](http://www.sfbar.org).

\_\_\_\_\_ Please charge my credit card on July 14<sup>th</sup>, 2008, provided that I do not meet the minimum contribution of \$250.00.

Credit Card Type: \_\_\_\_\_

Name on Credit Card: \_\_\_\_\_

CC #: \_\_\_\_\_

Expiration: \_\_\_\_\_ Security Code: \_\_\_\_\_

Authorized by : \_\_\_\_\_

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

Please fax form after registering on [www.sfbar.org](http://www.sfbar.org):

415/477-2388

Attn: Raquel Cabading

### **ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION of the Bar Association of San Francisco ("**BASF**") allowing me to participate in the 2008 VLSP Cycling Challenge (**the "Event" or "Events"**) I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and

personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (**the "Agreement"**):

1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.
2. I understand and acknowledge the physical and mental rigors associated with bicycling and realize that bicycling is inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers

("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.

3. I agree to be familiar with and abide by all safety rules established for the Event, including but not limited to those instructions given out on the day of the Event. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: BASF, the Event Organizers and Promoters, Sponsors, Advertisers, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (**Individually and Collectively, the "Released Parties" or "Event Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, 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 Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Participant Print Name: \_\_\_\_\_

Signature: X \_\_\_\_\_

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

If the participant is under 18 years of age, the following information is required:

Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

(Parent or Legal Guardian for Persons under Eighteen (18) Years of Age

Name of Guardian: \_\_\_\_\_

Signature: X \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

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