

# Davis Bike Club 2013 Brevet Series

## Rider Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement for League of American Wheelmen D/B/A League of American Bicyclists ("LAB") and Davis Bike Club ("DBC")

I, \_\_\_\_\_, voluntarily apply to participate in the 2013 Davis Brevet Series. I have read the ride description and the rules for participation in the 2013 Davis Brevet Series brochure. I agree to abide by all of the rules and policies set forth in the official brochure, and I warrant that, to the best of my knowledge, I am competent to ride safely, that my bicycle and equipment are in safe condition, and that I have no disability that would impair my ability to complete the 2013 Davis Brevet Series safely. I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person. I further acknowledge that the 2013 Davis Brevet Series will be conducted over public roads and facilities open to the public during the 2013 Davis Brevet Series and upon which the hazards of traveling are to be expected. If at any time I believe conditions to be unsafe I will immediately discontinue further participation in the 2013 Davis Brevet Series. I recognize and accept all anticipated and unanticipated risks and hazards of participating in a physically challenging bicycle tour involving a large number of cyclists of varying levels of cycling skill and experience on narrow winding roads that will be open to normal traffic during this event. I understand that the Davis Bike Club (DBC) makes no claim as to the safety of this route or the competence of other participants or volunteers. I will wear an ANSI-approved helmet while riding in the 2013 Davis Brevet Series, and I assume all responsibility for selecting a helmet that fits me properly and that can protect me against head injury. I agree that the DBC may disqualify me from further participation in the Davis Brevet Series if I fail to adhere to the rules and conditions in the Davis Brevet Series brochure and this agreement, or fail to follow directions given by Davis Brevet Series officials, or if I fail to obey applicable laws. I will not hold the DBC, or any of the persons or entities mentioned below, responsible for any consequences of their failure to detect and warn riders of known hazards or to enforce any rule or condition of participation. In consideration of the acceptance of this application and of my being permitted to participate in the 2013 Davis Brevet Series, I, for myself, my heirs, successors, assigns, and personal representatives, waive, release, and discharge all claims that I have, or that may accrue to me directly or indirectly as a result of my participation in the 2013 Davis Brevet Series. This agreement applies to claims for personal injuries, including death or permanent disability, and property damage. This agreement is intended to release, in advance, the DBC, their officers, Directors, and sponsors, and any volunteers, employees, or agents involved in organizing or putting on the 2013 Davis Brevet Series, as well as any private landowners and government entities whose property or jurisdiction is involved in the 2013 Davis Brevet Series. Additionally, this agreement is intended to release specifically, Randonneurs USA, (RUSA), Audax Club Parisien, (ACP) and Randonneurs Mondiaux, (RM) their directors, officers, employees, volunteers, representatives and agents. I also agree that this agreement applies to claims arising out of the carelessness or negligence of the persons and entities mentioned above, and specifically includes any unknown and unanticipated claims that, if known or anticipated at the time that I sign this agreement and release, would make me less willing to sign this agreement, and that might otherwise be protected under Section 1542 of the California Civil Code.

### Refund Policy

Upon completion of the 2013 Davis Brevet Series, we will make refunds to registered riders who withdraw or fail to show up subject to the following conditions: [1] A \$5.00 deduction will be made from your prepaid entry fees for each missed event. [2] Each registered rider MUST SUBMIT A WRITTEN OR E-MAILED REQUEST for a refund before December 31, 2013. No written request, no refund! Refund requests are to be sent to: Dan Shadoan, Regional Brevet Administrator, 812 Eucalyptus St. Davis, CA 95618. or [dj@shadoan.org](mailto:dj@shadoan.org)

I have read and agree to the **Rider Release and Refund Policy** for the 2013 DBC Brevet Series.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**(For a minor (under 18 years) a parent or guardian must sign this release.)**

Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_

