

Tour of Novato, School Fuel, and Novato Unified School District Photo Release, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

In consideration of being permitted to participate in any way in the Tour of Novato and FunFair, a school fundraising event for the Novato Unified School District (NUSD) organized and managed by School Fuel, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. Acknowledge that photographers will be present at the event and give permission for School Fuel or the Novato Unified School District to reproduce photographs of event participants and activities for purposes of event publicity or reproduction on the organization web sites. No names will be published without specific permission.
2. Acknowledge, agree, and represent that I understand the nature of bicycling activities and that I am qualified, in good health, and in proper physical condition to participate in such activity. I further acknowledge that the activity will be conducted over public roads and facilities open to the public and upon which the hazards of travelling are to be expected. I understand that it is not possible to foresee all possible hazards that may present themselves on the planned riding routes. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.
3. Fully understand that: (a) bicycling activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death; (b) these risks and dangers may be caused by my own actions or inactions or the actions or inactions of others, or the condition in which the activity takes place; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation or that of the minor in the activity.
4. Hereby release, discharge, and covenant not to sue School Fuel, the Novato Unified School District, The City of Novato, or the organizers of the Tour of Novato and FunFair, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the event takes place, 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 organizers or otherwise, including negligent rescue operations; and I 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.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely 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 and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

I agree to wear a bicycle helmet and abide by all applicable traffic laws during my participation in the Tour of Novato and FunFair. I hereby authorize qualified physicians or emergency personnel to render medical treatment or care that they may deem necessary for myself or my child(ren) in the case of illness or injury during such program in the event I cannot be reached or become incapacitated.

All riders 11 or younger must be accompanied by a responsible adult.

Signature of participant: _____ Date: _____

Printed name of participant: _____ Is participant a minor? _____

Signature of parent of minor: _____ Date: _____

Printed name of parent: _____

Emergency contact name and phone on event day: _____