

**BICYCLE HELMETS MUST BE WORN AT ALL TIMES FOR BIKE TO WORK WEEK**

**RELEASE WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AND PARENTAL CONSENT (“AGREEMENT”)**

IN CONSIDERATION of being permitted to participate in any way in the TOWN OF HUNTINGTON Bicycling Activity (“Activity”) listed below, I for myself, my personal representatives, assigns, heirs, and next of kin:

1. 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 during the “Activity” and upon which the hazards of traveling are to be expected. 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”.
2. FULLY UNDERSTANDING that: (a) BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH (“RISKS”); (b) these “Risks” and dangers may be caused by my own action, or inactions, the actions or inactions of others participating in the “Activity”, the condition in which the “Activity” takes place, or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (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 in the “Activity”.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE TOWN OF HUNTINGTON, NEW YORK- their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lesser of premises on which the “Activity” takes place, (each considered one of the “RELEASEES” herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR PART BY THE NEGLIGENCE OF THE “RELEASEES” 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, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTANDING 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 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.

Name of Activity: \_\_\_\_\_

Participant’s Signature (only if age 18 or over)	Participant’s Printed Name	Date

Street Address	City	State	Zip	Phone

AND I, THE MINORS PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BICYCLING “ACTIVITIES” AND THE MINOR’S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED TO PARTICIPATE IN SUCH “ACTIVITY”. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO IDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE “RELEASEES” FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR’S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE. I THE MINOR, OR ANYONE ON THE MONOR’S BEHALF MAKES A CLAIM AGAINST ANY OF THE “RELEASEES” NAMED ABOVE, I WILL IDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENCES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Parent/Guardian Signature (if participant under age 18)	Parent/Guardian Printed Name	Date

Street Address	City	State	Zip	Phone

**TOWN OF HUNTINGTON'S BIKE TO WORK WEEK  
REGISTRATION FORM - Fields with an “ \* “ are required.**

- First Name: \_\_\_\_\_
- Last Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- City: \_\_\_\_\_
- Zip: \_\_\_\_\_
- Home Phone: \_\_\_\_\_
- Work Phone: \_\_\_\_\_
- E-Mail: \_\_\_\_\_
- Employer (worksite, school site) Name: \_\_\_\_\_
- Employer Address: \_\_\_\_\_
- Employer City: \_\_\_\_\_
- Employer Zip: \_\_\_\_\_
- Round Trip  
Commute Miles: \_\_\_\_\_
- First Time  
Bike Commute? : Yes \_\_\_\_\_ No \_\_\_\_\_
- Will you use bus or  
Rail to complete  
Your trip? Yes \_\_\_\_\_ No \_\_\_\_\_
- How do you  
Normally get  
To work? Car \_\_\_\_\_ Bus \_\_\_\_\_ Car Pool \_\_\_\_\_ Train \_\_\_\_\_ Bicycle \_\_\_\_\_  
Walk \_\_\_\_\_ Vanpool \_\_\_\_\_ Motorcycle \_\_\_\_\_ Other \_\_\_\_\_
- If you would like to be joined with a fellow “Bike Buddy” from your area would you permit us to pass along your contact information? Yes \_\_\_\_\_ No \_\_\_\_\_

**PLEASE PRINT OUT THE WAIVER RELEASE FORM ALONG WITH  
THE REGISTRATION FORM AND MAIL IT TO:**

**STEPHEN JIMENEZ  
Legislative Aide  
Huntington Town Hall  
100 Main Street  
Huntington, New York 11743**