

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY  
AGREEMENT (“Agreement”) for SCHUYLKILL RIVER GREENWAY  
ASSOCIATION (SRGA) and BIKE POTTSTOWN**

IN CONSIDERATION of being permitted to participate in any way in BIKE POTTSTOWN, SCHUYLKILL RIVER GREENWAY ASSOC. (SRGA), TRI COUNTY BICYCLES sponsored Cycling Activities (“Activity”) I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of Cycling 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 UNDERSTAND 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 actions or inactions of others participating in the Activity, the conditions 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 RESPONSIBLE FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation in the Activity.

3. HERBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the SRGA and BIKE POTTSTOWN its 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 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 IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESUE 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.

4. I AM 18 YEARS OLD OR OLDER, HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY 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. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

**MINOR RELEASE for Participants 16 to 18 Years of Age**

AND I, THE MINOR’S 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, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY, I HEREBY RELEASE, DISCHARGE COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY 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 RESUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR’S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ON THE REVERSE SIDE OF THIS DOCUMENT, I WILL IDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

**BIKE POTTSTOWN RENTAL AGREEMENT**

I AM 16 YEARS OLD, OR OLDER, WITH A VALID FORM OF IDENTIFICATION. \* I WILL LEAVE A VALID FORM OF IDENTIFICATION WITH BIKE POTTSTOWN. \* I HAVE COMPLETELY AND CORRECTLY FILLED OUT THE BIKE POTTSTOWN LIABILITY WAIVER. \* I WILL RETURN THE BICYCLE BY THE END OF TODAY’S POSTED HOURS BY TRI-COUNTY BICYCLES. \* I WILL RETURN THE BICYCLE ISSUED TO ME IN THE SAME CONDITION IT WAS ISSUED. \* I INSPECTED THE BICYCLE PRIOR TO MY USE, AND HAVE DISCLOSED ANY PRE-EXISTING DAMAGE. I WILL BE HELD FINANCIALLY RESPONSIBLE FOR ANY UNDISCLOSED DAMAGE TO THE BICYCLE. \* I WILL BE HELD RESPONSIBLE FOR ALL DAMAGES, INCLUDING BUT NOT LIMITED TO: LOST AND STOLEN BIKE, OR BIKE PARTS, FLAT TIRES, BENT RIMS, BROKEN SPOKES, AND ANY DAMAGE THAT WOULD OTHERWISE RENDER THE BIKE INOPERABLE. \* I UNDERSTAND THAT BY NOT RETURNING THE BIKE POTTSTOWN BICYCLE AND EQUIPMENT BY THE CLOSE OF THE DAY, THAT I MAY BE REPORTED TO THE POTTSTOWN POLICE DEPARTMENT. \* I UNDERSTAND BICYCLING ACTIVITIES INVOLVE RISK AND DANGERS OF SERIOUS BODILY INJURY INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH. \* I UNDERSTAND BIKE POTTSTOWN/SRGA ASSUMES NO RESPONSIBILITY FOR ANY INJURY RESULTING FROM THE USE OF BIKE POTTSTOWN BIKES. \* I WILL OBEY ALL PA LAWS AND REGULATIONS GOVERNING BICYCLES AND THEIR USE. PENNSYLVANIA BICYCLE DRIVER’S MANUAL IS AVAILABLE UPON REQUEST. \* I WILL OPERATE THE BICYCLE IN A SAFE AND CONTROLLED MANNER AT ALL TIMES.

**THE “RELEASEES” ACKNOWLEDGE THEY HAVE READ AND UNDERSTAND  
THE ABOVE, AND AS CONDITION OF THE RENTAL AGREEMENT, AGREE  
TO ABIDE BY THE TERMS AND CONDITIONS.**