



Spoktoberfest Benefit Ride | Registration Application

Saturday, October 7, 2023 | Oakdale Bike Shop, 445 East F St, Oakdale CA 95361

Last Name _____ First Name _____

Address _____ City/State/Zip _____

Email _____ Phone _____ DOB _____

Emergency Contact _____ Emergency Contact Phone _____

Purchases: 10 Mile Route (\$45) 30 Mile Route (\$65) 52 Mile Route (\$75)
 Add'l Food/Beer Voucher (\$25) Men's Jersey (\$69) Women's Jersey (\$69)

T-shirt size: _____ Jersey size: _____

I understand, I agree and promise as follows:

In consideration of being permitted to participate in the activities of the Spoktoberfest benefit ride ("event"), I hereby waive, release and forever discharge any and all claims or demands for damages for death, personal injury, or property damage which I may have, or which may hereafter accrue to me, against the Oakdale Rotary Club Foundation, the Oakdale Bike Shop, the Oakdale Tourism & Visitors Bureau, and the promoters, sponsors, volunteers, vendors, exhibitors, participants, officials, landowners, land occupiers, municipalities and public entities related to and/or involved with the event (collectively all "releasees") And the agents, representatives, founders, directors, volunteers and employees of releasees, as a result of or in connection with, whether directly or indirectly, my participation in any of the activities of the event. This release is intended to discharge releasees from and against any and all liability arising out of or connected in any way with my participation in the event. EVEN THOUGH SUCH LIABILITY MAY ARISE IN WHOLE OR IN PART OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF THE PERSONS OR ENTITIES MENTIONED ABOVE THAT ARE BEING RELEASED (releasees).

I understand that serious accidents occasionally occur during bicycle riding, and that participants and bicycle riders may sustain mortal or serious personal injuries and/or property damage. I hereby agree to assume the risks of my participation in any of the activities of the event.

I agree to protect, defend, indemnify and hold harmless each of the releasees from any demands, claims or causes of action that are made or asserted against releasees, irrespective of the negligence, carelessness or increased risk of harm caused by or on the part of any releasee.

I agree that this waiver, release and assumption of risk shall be binding on my heirs and assigns.

I am informed and understand that there may be videos and photographs taken of individuals at the event. I further agree and consent to the use of any likeness of me acquired during any of the activities of the Spoktoberfest benefit ride event by agents and representatives of the Spoktoberfest benefit ride event, including but not limited to photographs and videotapes taken at the event, and that they may be used publicly, for promotional use, or otherwise, whether the medium of such publication is electronic, print, internet, or otherwise. I voluntarily waive and relinquish any right to privacy claim I may have in connection with such use of my likeness.

It is my intent that this release shall be unlimited in scope, to the maximum extent allowed by law. It is further my intent that this release shall relate to known, unknown and unexpected risks.

I agree to accept and abide by any rules and regulations that may be established by the Spoktoberfest benefit ride. I agree to follow and abide by all laws and regulations. I agree that I must wear a helmet to participate in any ride of the Spoktoberfest benefit ride event. I further understand that I must ride single file. I'm informed that there will be no road closures along any of the routes of the event.

Every term and provision of this contract is intended to be separable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and Provisions, which shall remain binding and enforceable.

Participant Signature (17 and under signed by Parent or Guardian)

Print Name

Date

Complete this form and return it with a check to PO Box 623, Oakdale CA, 95361
Make checks payable to Oakdale Rotary Club Foundation
Contact | (209) 844-5160 or ride@spoktoberfest.org

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
AND ACKNOWLEDGEMENT OF AND AGREEMENT TO
ABIDE BY ALL EVENT RULES AND REGULATIONS**

THIS IS AN IMPORTANT LEGAL DOCUMENT. READ CAREFULLY BEFORE SIGNING.

In consideration of acceptance of my entry and being permitted to participate in anyway in the Spoketoberfest benefit ride ("Activity") on October 7, 2023:

I, _____, for myself, my heirs, my next of kin, my executors, my administrators, and my trustees hereby freely agree to and make the following contractual representations and agreements:

1. I ACKNOWLEDGE, agree, and represent that I am at least 18 years of age and understand the nature of Bicycling Activities and this event, and I am qualified, in good health and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, it is my sole and absolute responsibility to immediately discontinue further participation in the Activity.
2. I fully understand that: (a) this is a non competitive event and no racing is allowed (b) bicycling activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death risks ("Risks"); (c) These Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity or not participating in the Activity, the conditions in which the Activity takes place, including riding on public streets as part of a large group of cyclists where hazards exist, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (d) There may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I ACKNOWLEDGE THAT I FULLY UNDERSTAND, ACCEPT, AND VOLUNTARILY ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation in the activity.
3. I AGREE to read and abide by all rules and regulations contained in the EVENT BROCHURE, HANDOUTS, SIGNS, OR ORAL INSTRUCTIONS FROM VOLUNTEERS, including, but not limited to the following: I AGREE that my bike is in safe operating condition. I AGREE TO WEAR AN ANSI OR US ASPS APPROVED HELMET AT ALL TIMES DURING THIS EVENT. I AGREE TO OBEY ALL TRAFFIC LAWS of the State of California. I AGREE NOT TO wear earbuds, earphones, or headphones.
4. I HEREBY WAIVE AND RELEASE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS all owners, agents, volunteers for, members of, employees of, and officers of the following organizations and entities: Oakdale Bicycle Shop; Oakdale Rotary Club Foundation; Oakdale Tourism & Visitors Bureau; City of Oakdale, County of Stanislaus; State of California; and any other participants, sponsors, volunteers, advertisers, and, if applicable, owners and lessors of any premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS FOR INJURIES, DEMANDS, LAWSUITS, OR DAMAGES OF ANY NATURE, INCLUDING THOSE ARISING FROM NEGLIGENT RESCUE OPERATIONS, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES," OR OTHERWISE; 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 a result of such claim.
5. I CONSENT to receive medical treatment and emergency medical transport which may be deemed advisable in the event of injury, accident and/or illness during the Activity, and to be fully responsible for all costs incurred as a result of said medical treatment and/or emergency medical transport.
6. I have read this agreement, fully understand its terms, understand that I'm giving up substantial rights by signing this agreement, I've signed it voluntarily and without 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. I further agree that this release and waiver also shall apply to all unknown and unanticipated claims and hereby waive the benefits of Section 1542 of the California Civil Code, which provides that a "general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor."

I CERTIFY THAT I AM 18 YEARS OF AGE AND HAVE READ AND UNDERSTAND ALL OF THE ABOVE.

Signature

Date

Print Name