

**MIDTOWN GREENWAY COALITION AGREEMENT, WAIVER,
RELEASE AND EXCULPATORY AGREEMENT, AND CONSENT**

PARTICIPANT NAME [PRINT]: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
PARENT OR GUARDIAN NAME AND PHONE: _____
OTHER EMERGENCY CONTACT AND PHONE: _____

IN CONSIDERATION OF PARTICIPATION IN THE MIDTOWN GREENWAY COALITION BICYCLING PROGRAM OR EVENT, I, ON MY BEHALF AND ON BEHALF OF MY MINOR CHILD, HEREBY FREELY, KNOWINGLY, AND VOLUNTARILY, PURSUANT TO MINNESOTA LAW, AGREE TO EXCULPATE, RELEASE, INDEMNIFY, AND NOT TO SUE MIDTOWN GREENWAY COALITION (“COALITION”) FOR ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, CIVIL ACTIONS, OR DAMAGES ARISING FROM ANY AND ALL ACTIVITIES, ACTS, THINGS, AND MATTERS THAT ARISE FROM IN ANY WAY THE COALITION BICYCLING PROGRAM OR EVENT, AND THAT THIS AGREEMENT, WAIVER, RELEASE AND EXCULPATORY AGREEMENT, AND CONSENT (“AGREEMENT”) EXPRESSLY INCLUDES COALITION’S OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, DIRECTORS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY “RELEASEES”), AND I ACKNOWLEDGE THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND IT IS EXPRESSLY STATED AND AGREED THAT THESE EXCULPATED CLAIMS, CAUSES OF ACTION, CIVIL ACTIONS AND/OR DAMAGES ARISING FROM ANY ACT OR OMISSION OF COALITION INCLUDE ACTS OR OMISSIONS BASED UPON NEGLIGENCE OR OTHER UNINTENTIONAL ACTS OR OMISSIONS.

I ACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN SUCH ACTIVITY, WHETHER AS A RIDER OR OTHERWISE, AND I FULLY ASSUME ALL RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, BY WAY OF EXAMPLE, BUT NOT BY WAY OF LIMITATION, THAT SERIOUS BODILY AND PERSONAL INJURIES CAN OCCUR, INCLUDING DEATH. THEREFORE, FOR MYSELF, BOTH INDIVIDUALLY AND ON BEHALF OF MY MINOR CHILD, ALL HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, LEGAL REPRESENTATIVES, TRUSTEES, ASSIGNEES, AND SUCCESSORS-IN-INTEREST (COLLECTIVELY “SUCCESSORS”), WE HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, EXCULPATE, AND PROMISE TO INDEMNIFY AND NOT TO SUE RELEASEES AND THEIR RESPECTIVE AGENTS FROM ANY AND ALL RIGHTS, CAUSES OF ACTION, CLAIMS, DAMAGES, INCLUDING CLAIMS AND CAUSES OF ACTION, CIVIL ACTIONS, ARISING FROM THE RELEASEES’ ACTIONS, INACTIONS, CONDUCT, AND OMISSIONS INCLUDING THE RELEASEES’ OWN NEGLIGENCE, FAULT, OR OTHER WRONGDOING, WHETHER ARISING FROM CYCLING OR ANY OTHER ACTIVITY ASSOCIATED WITH THE COALITION PROGRAM OR EVENT, AND FROM ANY AND ALL DAMAGES, WHICH MAY BE SUSTAINED BY ME OR MY MINOR CHILD DIRECTLY OR INDIRECTLY IN CONNECTION WITH OR ARISING OUT OF PARTICIPATION IN ANY COALITION ACTIVITY, PROGRAM AND/OR EVENT. I AGREE IT IS THE SOLE RESPONSIBILITY OF THE RIDER TO RIDE AND OPERATE THE BIKE IN A SAFE MANNER AS TO NEITHER ENDANGER THE RIDER OR OTHERS.

In addition, I also promise and represent as follows:

1. I agree to wear a helmet at all times while riding a bicycle as a participant in any Coalition program or event. I agree to provide the bicycle, helmet, and any other equipment needed for my participation. I agree that it is my responsibility to make sure this equipment is in safe working condition; I acknowledge there are no representations or warranties associated with any of the equipment.
2. I understand that the Midtown Greenway remains open to the public during Coalition programs and events and I agree to bicycle at a speed and in a manner that are safe and respectful of other trail users.

3. I do not have any physical or medical condition that would endanger myself or others, or would interfere with my ability to participate in this activity. I hereby consent to receive reasonable and necessary medical treatment that may be deemed advisable in the event of any injury, accident, and/or illness during this bicycling program or event, and the terms and conditions of the release and waiver clauses herein shall apply in favor of Releasees in connection with any and all actions, inactions, omissions, or other conduct arising from any and all medical care or treatment rendered or recommended or that results or the failure to obtain same.

4. I understand that at this bicycling program or event or related activities I may be photographed. I agree that any and all photographs, likenesses, and reproductions are the sole and exclusive property of Coalition, and I agree to allow my photograph, video, image or film likeness to be used for any reasonable purpose by Coalition.

5. I do not have any physical limitations or other medical conditions that will interfere with my ability to operate safely a bike. I do have the following physical limitations, medical conditions, and allergies (for example diabetes, asthma, seizures, bee stings allergy, penicillin allergy):

and I am taking the following medications:

6. I promise to abide by all of the Coalition's Bicycling Program and Event's rules and those rules are expressly incorporated herein.

7. This Agreement, Wavier, Release and Exculpatory Agreement, and Consent contains all the terms and conditions governing the Coalition's Bicycling Program or Event and this is a fully integrated contract and there are not any other provisions, terms or conditions other than those set forth herein.

8. THIS AGREEMENT, WAIVER, RELEASE AND EXCULPATORY AGREEMENT, AND CONSENT IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I ACKNOWLEDGE THAT COALITION IS RELYING UPON THE TERMS AND CONDITIONS OF THIS CONTRACT IN ALLOWING ME TO PARTICIPATE IN THE BICYCLING PROGRAM OR EVENT.

Participant _____

Date: _____

Parent or Legal
Guardian _____

Date: _____

Field Code Changed
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