



# 2020 BCMC Bike Ride

Tuesday, 8 am • September 22 • Indianapolis, IN

**Return form & payment to:** SBCA, 6300 Enterprise Ln, Madison, WI 53719 • FAX: 608-274-3329 • tkutz@qualtim.com

Please Print:

Name \_\_\_\_\_

Cell Phone \_\_\_\_\_  
(used for on-site purposes only)

Company \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_

Address \_\_\_\_\_

Emergency Contact Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

RIDE DISTANCE:  25 miles  50 miles

Bike rental needed (extra cost involved)

Email \_\_\_\_\_

Thru 7/25/20      After 7/25/20      After 8/25/20  
**\$25** per person      **\$35** per person      **\$45** per person

## Waiver and Release of Liability and Indemnification

### ASSUMPTION OF RISK

I acknowledge that the 2020 BCMC Bike Ride may involve a test of a person's physical and mental limits. I acknowledge that some of the risks of the 2020 BCMC Bike Ride are the potential for minor scrapes or bruises, property loss, broken bones, concussions, paralysis, or even death. Additional risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, lack of hydration, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, event monitors, and/or producers of the event. I know, understand, and appreciate the risks of the 2020 BCMC Bike Ride and I agree to assume responsibility for those risks.

### HEALTH, SKILL, FITNESS, AND SAFETY REQUIREMENTS

I acknowledge that the 2020 BCMC Bike Ride is a vigorous bike ride of 25 or 50 miles that will require participants to possess excellent health, fitness, and skill. I understand that it is recommended that I seek the approval of a physician before participating in the 2020 BCMC Bike Ride. In the event it is necessary, I authorize the use of emergency medical care including first aid, CPR, the use of an AED, and emergency transport, and assume all costs involved. I agree to follow all applicable safety rules and instructions, and to wear all necessary and/or required safety equipment. I affirm that I have no health problems that preclude me from safely participating in the 2020 BCMC Bike Ride. I further affirm that I have the skill and fitness required for safe participation in the 2020 BCMC Bike Ride. I know, understand, and appreciate the health, fitness, skill, and safety requirements for safe participation in the 2020 BCMC Bike Ride and I agree to assume responsibility for any issues that arise because of my inability to conform with those requirements.

### WAIVER OF LIABILITY—INCLUDING LIABILITY FOR NEGLIGENCE

In consideration of the Organizers accepting my registration and allowing me to participate in the 2020 BCMC Bike Ride, I, the undersigned (whether for myself or by my parent or legal guardian), and on behalf of my spouse, heirs, administrators, and/or assigns, hereby release and forever discharge, Building Component Manufacturers Conference, Structural Building Components Association, event sponsors, agents, managers, co-participants, employees, and volunteers, from any and all claims, legal causes of action, and/or liabilities, including but not limited to those stemming from the ordinary negligence of the above parties, that may arise from, or as a result of, my participation in the 2020 BCMC Bike Ride. I understand that "ordinary negligence" is the failure to act as a reasonably prudent person would under the same or similar circumstances. I understand and agree that this means I may not sue or hold liable the Organizers for any physical injury, loss, or damage to property that occurs while I am participating in, or as a result of my participation in the 2020 BCMC Bike Ride.

### INDEMNIFICATION

In consideration of the Organizers accepting my registration and allowing me to participate in the 2020 BCMC Bike Ride, I, the undersigned (whether for myself or by my parent or legal guardian), and on behalf of my spouse, heirs, administrators, and/or assigns, agree to indemnify, reimburse, defend, and hold harmless, Building Component Manufacturers Conference, Structural Building Components Association, event sponsors, agents, managers, other participants, employees, and volunteers, for any claims, made by myself, my parents, co-participants, rescuers, or others, arising out of injury to myself or from my conduct during my participation in the 2020 BCMC Bike ride, and for any legal costs, attorney's fees, court costs, and investigative costs that are associated with such claims.

### OTHER LEGAL CONSIDERATIONS

If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Should a legal dispute arise that involves this agreement I agree to binding arbitration under the laws of the state of Indiana. I affirm that this agreement supersedes any and all previous oral or written promises or agreements. I give permission for the free use of my name and image in any media report or promotion of future BCMC Bike Rides.

By signing below, I agree to be bound by the Waiver and Release of Liability and Indemnification Form, and hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the right of financial recovery for injury, whether the injury results from the inherent risks of the 2020 BCMC Bike Ride or from the ordinary negligence of an above listed party, and the rights of the minor, my spouse, heirs, administrators, and assigns), acknowledge that I am voluntarily participating in the 2020 BCMC Bike Ride and have signed this Agreement freely and voluntarily, without inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_