

Geerz Waiver and Release

In consideration of my registration to bicycle in the Geerz bike-a-thon (referred herein as the "Event"), I hereby agree and acknowledge the following, which includes a release of liability:

I am aware that with any bicycle related activity there are certain inherent dangers, including but not limited to the hazards of roads, off road terrain, accidents, actions of participants and other persons. By my participation in the Event, I certify that I am aware of these inherent dangers of bicycle riding and the safety rules of the road applicable to bicycles. I also certify that I am healthy and have no health issues that would negate me participating in the event. I understand that: proper bicycle helmets, sunscreen, well working bike with gears and brakes, and at least one liter of water are required to participate in the bike-a-thon and I agree to wear a helmet while participating and to follow the rules of the road and all applicable laws and safe bicycling practices. I acknowledge and agree that Geerz will not be checking my equipment unless I so request and that it is incumbent upon me and my responsibility to ensure I have the proper equipment.

1. I hereby consent to emergency medical treatment if I am injured while participating in and I accept full responsibility for all medical expenses incurred in connection therewith or as a result of my participation in the Event, generally; provided, that I acknowledge and agree that Geerz is not responsible to provide such emergency medical treatment and has no obligation or liability in connection therewith.
2. I recognize that the route(s) chosen may be challenging, not necessarily the safest or easiest route(s) and that weather, road or traffic conditions may make a ride more difficult. Geerz reserves the right to remove any rider who is deemed to be endangering himself or others or is riding illegally as defined by Israeli law or as reasonably determined by a ride leader. Notwithstanding this clause, Geerz is not responsible for cyclists not removed from the Event for any of these reasons and this clause shall in no way supersede, exempt participants from, or otherwise nullify any other clause in this Waiver & Release.
3. I give permission to Geerz to use my image without payment in any future Geerz materials should it appear in photos taken during the Event.
4. I freely and voluntarily accept all risks of injury, death, or property damage. I understand and agree that none of the parties described below may be held liable in any way for any occurrence or accident in connection with an Event. I hereby RELEASE from any and all liability and agree to INDEMNIFY AND HOLD HARMLESS Geerz, its shareholders, directors, officers, agents, successors and assigns, the sponsors, the ride leader(s) (if any), or other volunteers, against all claims, including, but not limited to, claims of negligence, unintentional acts, and acts of omission, and any loss or expense, which may arise from my participation in any Event. I understand that I am responsible for my own conduct and decisions while participating in a Geerz Event and further agree that this Waiver & Release shall apply, as well, to any claim arising out of my participation in non-bicycling activities while a participant in an Event.
5. This Waiver & Release is intended to be binding upon me, my family, my heirs, my estate, my legal representatives and assigns. Any legal action that may arise from my participation in this ride or event will be brought [PICK A BEIS DIN OR RAV] (the "Agreed Forum") and I hereby waive any right to bring any action or claim in any court or other forum other than the Agreed Forum. I understand that the terms of this document are contractual and not a mere recital and I have signed this document as my own free act.
6. Geerz will not be responsible for any delay, interruption or other failure to perform, and may cancel the Event in the case of a circumstance beyond its reasonable control. Such circumstances include, but are not limited to, an Act of G-d (for example, flood, earthquake, volcanic eruption, etc), war, riot or other civil disturbance, fire, epidemic, explosion, terrorist activity, sabotage, compliance with government requests, orders, or regulations, inability to deploy necessary equipment or volunteers, roadway or trail closures or construction, dangerous or impassable roadway or trail conditions, or any other cause beyond the reasonable control of Geerz. The executive director and the board will be the sole decision makers as to what, if any, refund or other accommodation will be made in the event of cancellation of an event.

I AGREE THAT I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER & RELEASE BY READING IT AND AGREE TO ITS TERMS.

Date: _____

Name:

Teudat Zehut:

[Addendum to waiver and release for minor participants on back page]

Initials:

Addendum to waiver and release for minor participants:

Both parents or legal guardians must sign for and be responsible for all persons under the age of 18.

I authorize emergency medical treatment for the minor registering and I accept full responsibility for all medical expenses incurred as a result of the minor's participation in the Event. I hereby RELEASE from any liability, and agree to HOLD HARMLESS and INDEMNIFY Geerz, its officers, agents, successors and assigns, the sponsors, the ride leader(s) (if any), or other volunteers from any claims brought by me, another parent, grandparent, relative, or legal guardian for liability, including injury, loss or damage caused by the negligence, unintentional acts, and acts of omission of any party, and any loss or expense, which may arise from the minor's participation in the Event. I hereby further agree to INDEMNIFY Geerz, its officers, agents, successors and assigns, the sponsors, the ride leader(s) (if any), and other volunteers from any future claim of liability by the minor named below.

I further state that I am of lawful age, a parent or legal guardian of the minor authorized to sign this Waiver & Release and this Addendum and legally competent to sign this Waiver & Release and Addendum. I understand that the terms of this document are contractual and not a mere recital and I have signed this document as my own free act.

I AGREE THAT I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER & RELEASE AND ADDENDUM BY READING IT AND AGREE TO ITS TERMS.

Name of Minor: _____ Date: _____

Name: _____
Relationship to Minor: _____
Teudat Zehut: _____
Signature: _____
Date: _____

Name: _____
Relationship to Minor: _____
Teudat Zehut: _____
Signature: _____
Date: _____

Initials: