

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,  
AND INDEMNITY AGREEMENT**

Name of Participant(s) (please print): \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**IN CONSIDERATION** of, and in exchange for participating in the Town of Kure Beach's Bicycle and Pedestrian Traffic Garden Event ("Activity"), I, individually and on behalf of my minor children/wards, if any, and my personal representatives, assigns, heirs, and next of kin, hereby voluntarily and knowingly make and enter into this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement") wherein I acknowledge and agree as follows:

1. I understand that the Activity will consist of scaled-down traffic features and roadway elements for cyclists and pedestrians to navigate and practice on.

2. Understanding the nature of the Activity, I hereby represent that I, and my minor children/wards, if any, are qualified, in good health, and in the proper physical condition to participate in the Activity. I further acknowledge that the Activity will be conducted over roads and facilities upon which hazards to cyclists and pedestrians may exist. I further agree and warrant that if at any time I believe conditions to be unsafe, I, and my minor children/wards, if any, will immediately discontinue participating in the Activity.

2. I fully understand that:

A. Bicycling and pedestrian activities involve risks and dangers of bodily injury including, without limitation, soft tissue injuries, fractures, closed head injuries, infections and other illnesses, physical disability, paralysis, and death (collectively, the "Risks").

B. The Risks may be caused by the actions or inactions of myself and my minor children/wards, if any, the actions or inactions of others, including those participating in the Activity and the Releasees identified below, and the conditions in which the Activity takes place.

C. There may be additional Risks, and consequential social and economic damages and losses associated therewith, which are either not known to me or not readily foreseeable at this time; and I fully accept and assume all such Risks and all responsibility for any losses, damages, costs, fees, and other expenses resulting from my, and/or my minor children/wards, if any, participating in the Activity.

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3. I hereby freely, voluntarily and knowingly release, discharge, and covenant not to sue the Town, its elected or appointed boards, commissions, and committees, the individual members of the Town's boards, commissions, and committees, and the Town's employees, agents, representatives, and volunteers (collectively, the "Releasees") from all liabilities, claims, demands, losses, damages, costs, fees, and other expenses, of any kind whatsoever, I, or my minor children/wards, if any, may suffer, sustain, or incur which are caused or alleged to have been caused, in whole or in part, by any actions or omissions of the Releasees.

4. I further agree that, notwithstanding this executed Agreement, if I or anyone on my behalf asserts a claim against any of the Releasees, I will indemnify, save and hold harmless each such Releasee from all liabilities, claims, demands, losses, damages, costs, fees, and other expenses, of any kind whatsoever, the Releasee may incur as the result of such claim.

5. I further agree that if any provision of this Agreement is held or determined by a court of competent jurisdiction to be invalid and non-enforceable, the remaining provisions of this Agreement shall continue in full force and effect.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Parent/Legal Guardian  
(if Participant is under 18 years old)