

Nacogdoches Bicycling Club Rules of the Road

To participate in club rides all riders must read and agree to the following club rules. In addition, riders must sign the attached liability release form.

- 1) All riders will wear helmets during club rides and races
- 2) All riders agree to abide by the Texas Laws concerning bicycles. Here is a summary of the major provisions. (Taken from the Texas Bicycle Coalition web page)
 - a) Bicyclists have the rights and duties of other vehicle operators: Cyclists must obey all traffic laws that apply to motor vehicles including stopping at stop signs, and red lights.
 - b) Ride near the curb and go in the same direction as other traffic: Near the curb is subjective (we recommend leaving a cushion of about three feet) but the law gives a cyclist the right to take the lane when necessary for safety.
At least one hand on the handlebars (two are safer)
 - c) Use hand and arm signals: Point the way you are going, let the other operators know what you want to do. This means that you don't have to use the old right turn hand signal... just point the way you want to go.
 - d) You may ride two abreast as long as you don't impede traffic
 - e) Must have a white light on the front and a red reflector on the rear and you may also add a rear red light (for riding at night)
 - f) Brakes capable of making the braked wheel skid
- 3) All riders agree to ride in a friendly fashion. While it is tempting to respond in inappropriate ways when threatened by cars, club riders will refrain from offensive and inappropriate behavior aimed at motorists, pedestrians, or other cyclists.
- 4) Before riding in club rides all riders must read and sign a release of liability form. These forms will be kept on file by the club secretary.
- 5) Before riding in club rides all riders must read and agree to the rules of the club.

Liability Release

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING THE "NACOGDOCHES BICYCLE CLUB," THE INDIVIDUAL MEMBERS OF THE CLUB, ITS ORGANIZERS, AND SPONSORES (COLLECTIVE RELEASESSES), FROM LIABILITY. THIS FORM AND RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.

In consideration of the Releasees permission to participate in club events, I hereby freely agree to and make the following contractual representations and agreements. I acknowledge that cycling is an inherently dangerous sport and fully realize the dangers of participating in a bicycle ride and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation, the following: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, **THE RELEASEES' OWN NEGLIGENCE**, and weather conditions; and the possibility of serious physical and/ or mental trauma or injury, or death associated with bicycle riding. For myself, my heirs, executors, Administrators, legal representatives, assignees, and successors in interest (collectively "Successors"). **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees and the sponsors of this event, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, officials, and employees through or by which the events will be held, (the foregoing are also collectively deemed to be Releasees), **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE**, which I have or which may hereafter accrue to me and from any and all damages which may

Liability Release Cont.

be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the event, or travel to or return from the event. I agree it is my sole responsibility to be familiar with the ride course, the Releasees' rules, and any special regulations for the event. I understand and agree that situations may arise during the event which may be beyond the control of the event officials or organizers, and I must continually ride so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment. I will ride wearing a helmet. I have no physical or medical condition which to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in this event. I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert a claim in contravention of this Agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in successfully defending. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the event. Every term and provision of this agreement is intended to be severable. 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.

PLEASE COMPLETE THE FOLLOWING INFORMATION

Name _____
Address _____
City _____ ST _____ ZIP _____
Phone _____ Email _____
Emergency Contact _____
Emergency Contact Phone _____

Signature of Rider

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of _____ (Child).

My Child is fit for the event, and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE RIDE ENTRY FORM AND RELEASE AGREEMENT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** my heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable attorney's fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's participation in the event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the event.

Signature of Parent or Guardian