

JERSEY SHORE TOURING SOCIETY

| Ride Name: | | Distance: | Date: | | |
|-------------------|-----|------------------|--|---------------------------------|----------------------------|
| Leader: | | Pace: | Terrain: | | |
| Member | Yes | No | Name <i>* Helmets Required. Non-members must sign</i> | Emergency Phone (eg. Home #) | Cell Phone (if carried) |
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Ride Name:

Leader:

Date:

SILENT SPORTS ASSOCIATION (SSA) RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in Jersey Shore Touring Society ("CLUB") sponsored Bicycling Activities ("Activity") I for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Bicycling Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES 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 LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club, the SSA, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOT WITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PARTICIPANT'S SIGNATURE

PRINTED NAME AND PHONE NUMBER

DATE

| | | |
|-----------|-------|-------|
| 1. _____ | _____ | _____ |
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| 10. _____ | _____ | _____ |
| 11. _____ | _____ | _____ |
| 12. _____ | _____ | _____ |

Signature & Title of Witness

Address

Silent Sports Association Incident Report

It is important to have written incident reports on file regarding injuries, property damage or other incidents that may result in a claim against your sports organization. Many such claims allege negligence, and written reports prepared immediately after an incident occurs are invaluable in defending these types of claims. In the event of a serious injury, it is important to ask for written statements from witnesses and individuals actually involved in the incident. One copy of the report should be kept on file with your organization for at least three years since many lawsuits are filed long after the injury occurs. One copy should be forwarded to McKay Insurance Agency – contact information is at the bottom of page two.

Attach any additional information that might be helpful in defense of a future claim, such as a police report, doctor's statement, pre-event inspection report, routine facility maintenance report, photos taken at the time of the incident and written statements of witnesses.

This report is to be completed by:

An official member of the organization for incidents occurring during covered activities or events. This may be a race director, a bike tour guide, the president of a bike club, etc.

1. General Information

DATE AND TIME OF REPORT: _____

NAME OF CLUB / ORGANIZATION: _____

REPORTER'S NAME: _____ POSITION: _____

HOME ADDRESS: _____

PHONE (H): _____ PHONE (W): _____

PHONE (CELL): _____ EMAIL: _____

EVENT/ACTIVITY: _____

DATE AND TIME OF INCIDENT: _____

LOCATION OF INCIDENT: _____

2. Provide full description of all events leading up to and including the incident: _____

(Attach a longer description if necessary.)

3. Witnesses

| Full Name | Address | Statement Attached (Y/N) |
|-----------|---------|--------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Silent Sports Association Incident Report, page 2.

4. Who responded to the incident (include all parties - Athletic Trainers, Security, Paramedics, Police, etc.): _____

5. If an Injury is involved, please provide the following:

Injured Person's Name: _____ Age: _____

Address: _____

Phone (H): _____ Sex: Male _____ Female _____

Relationship to event: _____ Participant _____ Official _____ Spectator _____ Other: _____

6. Describe injury (specify where on body, right or left side): _____

7. Was First Aid treatment required? _____

8. If yes, who provided First Aid treatment? _____

9. Please provide detailed description of surroundings, facility condition, weather condition, etc:

Other Comments: _____

10. Verification Statement: By signing this document, I verify that this report is true and correct to the best of my knowledge.

Reporter's Signature: _____ Date: _____

Keep one copy on file with your organization, and send one copy to:

**McKay Insurance Agency, Inc.
106 E. Main Street - PO Box 151
Knoxville, IA 50138
641-842-2135 main
641-828-2013 fax**