

MARIN COUNTRY DAY SCHOOL – TOUR OF MARIN
RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT
ADULT PARTICIPANT

1. This is a release of liability. Read it carefully before signing. By signing this release, you are giving up your rights to sue the MARIN COUNTRY DAY SCHOOL, a California nonprofit corporation, its agents, employees and any parties that operate, administer, co-organize or provide transportation in connection with the Activity (as defined below) (collectively, the “**Released Parties**”) or to expect the Released Parties to be legally responsible or pay for any medical expenses or damages if you are injured, killed or become ill, or your belongings are damaged, as a result of your participation in the Activity.

2. Voluntary Participation. I acknowledge that I am voluntarily choosing to (a) participate in the TOUR OF MARIN, a bicycle ride covering a variety of terrain and presenting various degrees of difficulty, organized, co-organized, operated or administered by the Released Parties and held on October 18, 2009 in Marin County, California, and any activities incidental thereto and (b) be present at or use, as applicable, facilities, other locations, equipment and/or transportation provided by the Released Parties or others in connection with my participation in such activities (the activities in clauses (a) and (b) are referred to collectively as the “**Activity**”).

3. Acknowledgment and Acceptance of Risks. I understand that certain risks are inherent in the Activity, and that these risks cannot be eliminated, altered or controlled. I understand that the risks that contribute to the unique character of the Activity can be the cause of my injury, illness or death or damage to my belongings. I voluntarily elect, with knowledge of the risks involved, to participate in the Activity. I acknowledge and willingly assume all risks and hazards associated with the Activity.

4. Release. I am an adult of sound mind, aged 18 years or older. In consideration for my being permitted to participate in the Activity, as an individual and on behalf of my heirs, executors, agents and assigns, (a) I voluntarily agree and promise not to make a claim against, sue or attach the property of the Released Parties, and (b) I forever release, waive, discharge and hold harmless the Released Parties for all demands, actions or claims of liability arising out of their negligence, fault, recklessness or any other act, omission, defect or hazard that causes my illness, injury or death or damage to my belongings as a result of my participation in the Activity, if my illness, injury or death or damage to my belongings is either related to or incidental to my participation in the Activity.

5. Media release The school’s communications and marketing efforts for *Tour* may include photographs of event participants in print publications or the school’s website, as well as in outside media coverage. My signature below constitutes my consent.

6. Knowing and Voluntary Execution. I have read this document in its entirety. I understand that by signing this document, I am assuming all the risks of the Activity. I understand that this is a release of any and all claims. I understand that this is the entire agreement between me and the Released Parties and that it cannot be modified or changed in any way by oral statements by any Released Parties or by me. I voluntarily sign my name as evidence of the acceptance by me of all the provisions in this document and my agreement to be bound by them.

Signature of Adult Participant : _____

Name (Print Clearly): _____

Date: _____

