

Sioux Empire Bicycle Club (SEBC)

The Sioux Empire Bicycle Club sponsors bike rides in and around the Sioux Falls area, provides access to cycling information, and facilitates fellowship among those interested in cycling. There are hard weekly rides in the nearby country, and easier trips in town, on the bike trail and in the country. Other activities range from the annual Tri-State Century (100 miler) to occasional mountain bike trips to Newton Hills or other State Parks, and slower “social” rides. Probably the biggest draw is the comfortably-paced monthly (April through October) Moonlight Rides on the Sioux Falls bike trail. The Club also sponsors occasional other cycling-oriented events for club members.

The SEBC strives to offer group-riding opportunities for all types and levels of cyclists.

In addition, the SEBC website contains detailed information on club rides and guidelines, provides links to local bike shops and other listings of cycling events, and provides access to a mailing list and forum for linking up with other area cyclists for informal spur-of-the-moment group rides. The Club’s website can be viewed at: <http://www.siouxempirebicycleclub.org>

Please join us. Start by completing and returning this form!

SEBC Membership Application Form \$15 per family

Primary Name: _____

Additional Name(s): _____

Address: _____

City/State/Zip: _____

Phone: _____

E-mail: _____

Tell us about your riding preferences: (check all that apply)

Bike: Road | Hybrid/Comfort | Mountain | Other (specify):

Ride: Hard ‘n Fast | Somewhere in between | Slow ‘n Easy

Where: Country Roads | City Streets | Bike Trails

Please read and sign the waiver on the reverse side,

Mail this form and \$15 payable to SEBC to:

**SEBC
PO Box 90154
Sioux Falls, SD 57109**

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND
PARENTAL CONSENT AGREEMENT
("AGREEMENT")**

IN CONSIDERATION of being permitted to participate in any way in **Sioux Empire Bicycle Club (SEBC)** 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 or that of the minor in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE **Sioux Empire Bicycle Club (SEBC)**, their 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 OPERATIONS; 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, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT: _____

ADDRESS (Street City, State, Zip): _____

PHONE: _____

PARTICIPANT'S SIGNATURE (only if age 18 or over): _____

DATE: _____

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BICYCLING ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: _____

ADDRESS (Street City, State, Zip): _____

PHONE: _____

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18): _____

DATE: _____