

FATS IN THE CATS MEMBERSHIP APPLICATION

Application/Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

In consideration of being permitted to participate in any way in Fats In The Cats Bicycle Club Inc. ("Club") sponsored 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) the Risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the "Releases" 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 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: I Hereby release, discharge, covenant no to sue Fats In The Cats Bicycle Club Inc., it's 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 to be one of the "Releases" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part to be the negligence of the "Releases" 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 Releases, I will indemnify, save, and hold harmless each of the Releases 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 it's 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.

I further understand that I must be at least eighteen years of age or otherwise accompanied by an adult and do hereby agree to wear an "ANSI" and/or "Snell" approved helmet during Fats In The Cats Bicycle Club Inc. rides

NAME (Last/First/Middle): _____

STREET: _____

TOWN/CITY, STATE, ZIP CODE: _____

E-MAIL: _____

PHONE NUMBER: _____

SIGNATURE: _____

DATE: _____

CHECK ONE: New Renewal Change of Address

WHERE DID YOU HEAR ABOUT FATS IN THE CATS: _____

WILL YOU BE ABLE TO VOLUNTEER SOME TIME HELPING FATS IN THE CATS?: Yes No

Annual dues are \$15 Membership runs from May 1 to April 30. Sign this form and enclose with a check payable to Fats in the Cats Bicycle Club Inc..

Mail to:

Fats in the Cats Bicycle Club

PO Box 227

Lake Katrine, NY 12449