



## **Bike2Benefits Liability Waiver Form – Required for Participation**

The Bike2Benefits program is funded by a grant from Blue Cross Blue Shield. Blue Cross requires each participant in the Bike2Benefits program to sign this waiver of liability, assumption of risk and indemnity agreement.

Name of Organization: 494 Commuter Services

Name of Participant: \_\_\_\_\_ (Please print clearly)

**Waiver:** In consideration of permission to use, today and all future dates, the staff and services of 494 Commuter Services, I, for myself, my heirs, personal representative or assigns, do hereby release, waive, discharge, and covenant not to sue 494 Commuter Services or Blue Cross Blue Shield, its directors, officers, employees, and agents from liability from any and all claims, including negligence, resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, participation in activities and classes.

**Assumption of Risks:** Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. 494 Commuter Services promotes bicycle commuting and walking, which may involve strenuous exertions of strength using various muscle groups, and may involve quick movements involving speed and changing direction, and may involve sustained physical activity which places stress on the cardiovascular system.

The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; 3) catastrophic injuries including paralysis and death.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in bicycle commuting or walking.** I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD 494 Commuter Services and Blue Cross Blue Shield HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement with 494 Commuter Services and to reimburse them for such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Printed Name of Participant

Date: \_\_\_\_\_