

# Assumption of the Risk and Release of Liability

By signing this form in the space provided below, I hereby assume all of the risks associated with:

- the use of services, tools, and advice or assistance at the Sacramento Bicycle Kitchen;
- participation at any Sacramento Bicycle Kitchen event;
- the use of any parts, tools, complete bicycles, or associated items furnished by the Sacramento Bicycle Kitchen; and
- any other harm that I may encounter during my use of the services of Sacramento Bicycle Kitchen or my role as a volunteer at the Sacramento Bicycle Kitchen (if applicable).

I acknowledge and fully understand that the use of bicycles for transportation, repair of bicycles, and use of shop tools at the Sacramento Bicycle Kitchen contains inherent risks. Such risks include accidental injury and death. I acknowledge that even when due care is exercised, these risk cannot be completely eliminated and I assume all such risks. Such risks may come from the use of recycled bicycle parts, complete bicycles, and the methods of repair or installation. As a result of my assumption of the risk, I, the undersigned, agree to the following:

(A) I Waive, Release, and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or other harm that may hereafter accrue to me, including my traveling to and from this program or using the program's bicycle, equipment, facilities or other fixtures;

(B) This release of liability applies to THE FOLLOWING ENTITIES AND PERSONS: the directors, officers, employees, volunteers, representatives, agents, and sponsors of the Sacramento Bicycle Kitchen who will be indemnified and Held Harmless from any and all liabilities and claims arising from my participation in this program or the use of the services, parts, tools, advice, or complete bicycles of the Sacramento Bicycle Kitchen, including my use of a bicycle belonging to the program, regardless of whether the cause of the claims or liability arise from the negligence, acts or omissions of me, a third party, or the program.

I also agree to follow the Code of Conduct of the Sacramento Bicycle Kitchen and will adhere to the rules contained therein. I understand that I may be refused service and further participation if the directors or officers have determined that I have violated the Code of Conduct.

By my signature, I warrant that I am not relying on any oral representations, statements or inducement apart from the statements made on this form. By signing this form I agree that I understand the terms of this form and have read it and considered it carefully and have the capacity to release liability and assume the risks described above.

Youth under the age of 18 must have a parent or guardian co-sign the following waiver form and have parental supervision when participating in the Sacramento Bicycle Kitchen activities and events.

I understand that membership contributes to the cost of rent, tools, and supplies for the Sacramento Bicycle Kitchen's ongoing operation, not necessarily for the purchase of a bicycle or parts for my personal use. I also understand that I am responsible for purchasing bicycle parts (including inner tubes for tires) needed for any repairs beyond normal maintenance, and that staffing of the shop is voluntary and members are encouraged to volunteer to help the shop run smoothly.

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

Printed Name: \_\_\_\_\_

Parent/Guardian of the above (if necessary):

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

Printed Name: \_\_\_\_\_