

**Permission/Assumption of Risk/Release Form**

*THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING*

Name of Participant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Age\_\_\_\_\_ Birthdate\_\_\_\_\_\_\_\_\_\_\_ Gender: Male\_\_\_Female\_\_\_ School\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/Town\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip code\_\_\_\_\_\_\_\_\_\_\_ Home Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Work Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I hereby give permission for the above named child \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to participate in Bike Works activities and programs. Programs include Out/After School Drop-In Bicycle Repair and Maintenance, on and off road Community Bicycle Riding, and Community Service Projects. Participation in The Bike Works programs may include swimming, fundraising, and going to public places. I hereby agree as follows:

**Risks of Participation:** I fully recognize that there are dangers and risks to which my/our child may be exposed by participating Bike Works programs.

1. More specifically, I/We acknowledge and accept the following: There exists the possibility of sustaining minor injuries including sunburn, dehydration and sore feet/muscles as well as major injuries up to and including broken bones and even death as a result of participating in any of The Bike Works activities.
2. I/We accept full responsibility for any injuries or illness that my/our child may sustain in the course of The Bike Works activities. I/We understand that The Bike Works, its Board of Directors, staff employees and volunteers (collectively The Bike Works or TBW) do not require my/our child to participate in any programs provided by the organization. Nevertheless, I/We may want my/our child to do so, despite the possible dangers and risks and despite this Release. I/We therefore agree to assume and take on all of the risks and responsibilities in any way associated with The Bike Works programs.

**Health and Safety:** I/We understand and agree that TBW does not have medical personnel available at the Facilities, which are the site locations for participation in TBW programs. I/We understand and agree that TBW is granted permission to authorize emergency medical treatment for my/our child, if necessary, and that such action by TBW shall be subject to the terms of this Agreement. I/We understand and agree that TBW assumes no responsibility in any way for any injury, damage or cost which might arise out of or in connection with such authorized emergency medical treatment.

 I/We have consulted with a medical doctor with regard to my/our child’s personal medical needs. There are no health-related reasons or problems that preclude or restrict my child’s participation in this Program. I/We have arranged, through medical insurance or otherwise, to meet any and all needs for payment for medical costs while my/our child participates in TBW programs.

**Standards of Conduct:** My/our child will comply with TBW rules, standards and instructions for youth behavior. I/We waive and release all claims against TBW that arise at a time when my/our child was not under direct supervision of TBW or that are caused by my/our child’s failure to remain under such supervision or to comply with such rules, standards, or instructions.

 I/We agree that TBW has the right to enforce the standards of conduct described above, in its sole judgment, and that will impose sanctions, up to and including expulsion from the programs or from TBW, for violating these standards or for any behavior detrimental to or incompatible with the interests, harmony, and welfare of TBW, the programs, the facility, or other participants. TBW has the right to make changes in the format and administration of the program.

**Assumption of Risk, Covenant Not To Sue, and Release of Claims:**

 Knowing the risks described above, and in consideration of being permitted to participate in the Programs, I /We agree, on behalf of our family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my/our child’s participation in the Programs. To the maximum extent permitted by law, I/We release, indemnify, and covenant not to sue TBW from and against any present or future claim, loss or liability for injury to person or property which my/our child may suffer, or for which my/our child may be liable to any other person during his/her participation in the Programs.

 **I/We have carefully read this Release Form before signing it. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.** The laws of the state of New Mexico shall govern this agreement, which shall be the forum for any lawsuits filed under or incident to this agreement or to the Program.

 X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of Youth Participant

 X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ` Signature of Parent/Guardian

**Photograph/Video Release**

The Bike Works takes pictures or videos of people participating in various TBW program activities. At times, photographers and camera operators from the news media will also take images of The Bike Works participants. We need your permission to display these images. We would like to use these images on bulletin boards in the TBW bike shop, in the Community Bike Center literature library, at conferences and workshops, and we would also like to use the images to publicize the work of the participants in newspapers, magazines, professional publications, and as part of The Bike Works website.

\_\_\_\_\_\_\_\_ YES I grant permission for images to be taken of my/our child/ward and used for display purposes as outlined above.

\_\_\_\_\_\_\_\_ NO I do not grant permission for images to be taken of my/our child/ward and used for display purposes as outlined above.

Last, but not least: THANK YOU!

Here at The Bike Works it’s ***All For Bikes, and Bikes For All!***

Participants like you make this possible!