

SABA Bike Match Liability Waiver

In promoting and supporting the Bike Match, in which individuals voluntarily give or receive bicycles, Sacramento Area Bicycle Advocates will encourage all participants to follow best practices and orders from relevant government and public health officials to minimize risks and virus transmission related to the coronavirus.

BY YOUR PARTICIPATION IN THE SACRAMENTO AREA BICYCLE ADVOCATES BIKE MATCH PROGRAM AS A BICYCLE DONOR OR/AND BICYCLE RECIPIENT YOU ACKNOWLEDGE YOUR ACCEPTANCE OF THIS LIMIT OF LIABILITY WAIVER.

IN CONSIDERATION of my participation in any way in the Sacramento Area Bicycle Advocates Bike Match ("Match"), which is promoted and supported by Sacramento Area Bicycle Advocates ("SABA"), 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 ("biking") on streets with or without motor vehicles, bicycles, other vehicles and people, and that I am qualified, in sufficiently good health, and in proper physical condition to engage in such biking activity. I further acknowledge that biking often takes place on public roads and facilities open to the public, and upon which the hazards of traveling are to be expected.
2. ACKNOWLEDGE, agree, and represent that I understand that any in-person interaction or understand that any in person interaction or proximity between two or more people risks the transmission of viruses, including, but not limited to, the coronavirus, COVID-19, the flu and the common cold.
3. ACKNOWLEDGE, agree, and represent that I will follow orders and recommendations by local, state and federal governments and officials, including public health officials, as it relates to social interaction and any travel in public, including, but not with others to edit at the same time, limited to, ending my activity related to the Match and recommendations and orders to wear protective equipment to limit transmission of any virus, including the coronavirus.
4. I FURTHER AGREE and represent that if, at any time, I (a) believe conditions to be unsafe for biking, (b) believe conditions are not in accordance with recent public government guidelines related to limiting the risk of transmission of viruses like the coronavirus, or (c) am experiencing or recently have experienced any physical symptoms associated with the coronavirus, COVID-19, the flu or the common cold, including but not limited to fever, coughing, difficulty breathing, and sore throat, I will, as relevant to such activity, immediately discontinue biking and/or not participate further in any in-person activity with any other person as it relates to the Match.
5. FULLY UNDERSTAND that (a) BICYCLING ACTIVITIES, THE CORONAVIRUS, COVID-19 AND THE FLU INVOLVE RISKS AND DANGERS THAT MAY RESULT IN SERIOUS BODILY INJURY, INCLUDING BUT NOT LIMITED TO RESPIRATORY DAMAGE, COMA, SEPSIS, ABNORMAL CLOTTING, DAMAGE TO THE HEART, KIDNEYS AND LIVER, PERMANENT

DISABILITY, PARALYSIS, AND DEATH ("Risks"); (b) such Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others, the actions or inactions of others participating in, promoting, coordinating, facilitating or supporting the Match, the conditions in which the Match 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, my personal representatives, assigns, heirs, and next of kin may incur as a result of my participation in the Match.

6. PERMIT SABA to freely use my name, picture and voice in any broadcast, telecast, print account or any other account in any medium as captured via my participation in the Match, in furtherance of SABA's mission as a non-profit entity. I understand that this permission is perpetual in time and that it encompasses, without limitation, any copyright, right of publicity or privacy that I may have in my name, picture and voice. [SABA will only exercise this right in furtherance of its mission as a non-profit registered in the State of California].

7. HEREBY DISCHARGE, COVENANT NOT TO SUE, AND RELEASE Sacramento Area Bicycle Advocates, its administrators, directors, agents, officers, members, volunteers, and employees, other participants, including any person or entity providing or receiving a bicycle as part of the Match, and, if applicable, owners and lessors of premises on which the Match 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 FIRST AID PROVIDED OR OPERATIONS AND FIRST AID PROVIDED OR NOT. 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.

8. I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY 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. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.