



A 4 ½ mile ride on the streets of Framingham in memoriam of bicyclists who have been injured or killed with the purpose of raising awareness and improving safety. Ride starts at Cushing Memorial Park Chapel parking lot on Dudley Road. All riders must be at least 18 years of age (16 if accompanied by a parent) and must wear an approved safety helmet. Inclement weather will force cancellation of the ride. All traffic laws will be strictly observed by the riders. There is no charge for participation. Sponsored by the Framingham Bicycle and Pedestrian Advisory Committee. For further information email: FBPAC@MASSBike.org

6pm

M
a
y

15th

Framingham

RIDE OF SILENCE

Framingham Bicycle and Pedestrian Advisory Committee
Ride of Silence

◆ **Individual Liability Agreement** ◆

I ACKNOWLEDGE THAT BY SIGNING BELOW, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY THE TOWN OF FRAMINGHAM AND THE ORGANIZERS OF THIS EVENT AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL ACTIVITIES ENTERED AT THE EVENT, REGARDLESS WHETHER LOCATED ON OR OFF TOWN OF FRAMINGHAM PROPERTY. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

In consideration of my participation in the above event, I hereby freely agree to and make the following contractual representations and agreements. I ACKNOWLEDGE THAT BICYCLING IS AN INHERENTLY DANGEROUS ACTIVITY AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN THIS EVENT, whether as a rider, volunteer, or otherwise, and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, THE RELEASEES' OWN NEGLIGENCE, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with the event. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE the Releasees and all sponsors, organizers, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with this event, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deemed to be Releasees), FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with this event, or travel to or return from the event. I understand and agree that situations may arise during the event which may be beyond the control of the Releasees, and I must continually ride and otherwise participate so as to neither endanger myself nor others. I will wear an agency approved and properly fitted bicycle helmet that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet. I will obey all traffic laws and traffic control signs and comply fully with instructions of the ride organizers and law enforcement officers. I have no physical or medical condition which would endanger myself or others if I participate in this event, or would interfere with my ability to safely participate in this event.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the event. Every term and provision of this contract is intended to be severable. If any one or more of

Pre-event registration. Please complete and bring to the Ride of Silence

them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Furthermore I affirm that I am at least 16 years of age and that if I am under 18 years of age my parent or legal guardian whose signature appears below where indicated will accompany me on bicycle for the duration of my ride.

Print Name

Sign Name

May 15, 2008

Parent or guardian if under 18 years of age

Print Name

Sign Name

Optional: If you would like to receive updates from the **Framingham Bicycle and Pedestrian Advisory Committee**, including meeting notices and announcements, please fill in your email address.

_____@_____

Thank you for joining us in this ride to promote bicycle safety!

Framingham Bicycle and Pedestrian Advisory Committee
FBPAC@MASSBike.org