

Assumption of the Risk and Waiver of Liability, and Indemnity Relating to Coronavirus/COVID-19

The illness COVID-19, caused by the Novel Coronavirus, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend, among other things, physical distancing and the use of face covering and have, in many places, limited and placed conditions on the congregation of groups of people.

Following requirements of the Sonoma County Health Officer, Petaluma Wheelmen Cycling Club ("PWCC") has adopted a COVID-19 Compliance Plan for Group Rides ("Plan"), in compliance with California state and other local (county) regulatory requirements designed to reduce the spread of COVID-19. The Plan is available on the PWCC website (www.petalumawheelmencyclingclub.org, under "Group Rides During"). While PWCC anticipates that following the Plan will help reduce the spread of COVID-19, in conducting permitted activities in compliance with the Plan, PWCC cannot guarantee that participants will not be infected with COVID-19. In fact, because of unavoidably increased public contact, participating in an PWCC group ride could actually increase a participant's risk of contracting COVID-19 when compared to sheltering-in-place or other activity options.

Thus, each person desiring to participate in an PWCC group ride must review the Plan and execute this Assumption of the Risk and Waiver of Liability, and Indemnity, Relating to Coronavirus/COVID-19 ("Release") as a condition of such participation.

By signing this Release, I represent and warrant that I am a member of PWCC and that I have read and understand the Plan, and I am executing this Release in consideration of my being permitted to participate in PWCC group rides. I acknowledge I have been advised that COVID-19 is contagious and dangerous. In participating in PWCC group rides, I voluntarily assume the full and complete risk that I may be exposed to and infected by COVID-19 during such participation, and that any resulting COVID-19 infection may result in my personal injury, illness, permanent disability, and death. I acknowledge and understand that the risk of becoming exposed to and infected by COVID-19 during a PWCC group ride may result from the actions, omissions, or negligence of myself and others, including, but not limited to, PWCC volunteers including the ride leader, co-ride leader, and other group ride participants. I voluntarily agree to assume all risks of, and accept sole responsibility for, any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation in PWCC group rides, or that may be experienced by any other person as relates to or arises from my infection by COVID-19 (together, "Claims"). On behalf of myself and my personal representatives, assigns, heirs, executors, successors, and next of kin,

I hereby waive, release, covenant not to sue, discharge, and hold harmless PWCC, its Board members, employees, volunteers, agents, and representatives, of and from the Claims,

including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto, and I agree to defend, indemnify, and hold harmless PWCC from and against any such Claims. I understand and agree that this waiver, release, and indemnity includes any Claims based on the actions, omissions, or negligence of PWCC, its Board members, employees, volunteers, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any PWCC group ride. I am familiar with, and agree to comply with, the requirements outlined in the Plan.

Signature _____ Date _____

Name (please print) _____