

Devil Mountain Double Century - April 18, 2009

Name: _____ M F Date of Birth: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Alternate Phone#: _____

Email: _____ (to receive Instructions to Riders & ride entry confirmation)

Emergency Contact Name: _____ Emergency Phone: _____

(We must have a name & number to contact on the day of the ride, someone who knows you, knows where you are, and will be contacted if you disappear or are injured during the ride)

Entry Fee: Individual: \$85; Group discount (multiple entries received in one envelope with one check - deduct \$10 for each additional rider. Limit 5 together. 2:\$160; 3:\$235; 4:\$310; 5:\$385)

Make Checks Payable to "Quackcyclists" & mail to P.O. Box 2488, San Ramon, CA 94583

The Quackcyclists reserve the right, for the benefit of the ride, and/or the benefit & protection of the Quackcyclists, our volunteers, and other riders to refuse entry to anyone, and to remove from the course anyone who we believe poses a danger to themselves, to others, or for violation of ride rules.

No refunds, cancellations, or rider exchanges.

Waiver of Rights & Liability Release,

Acknowledgement of and Agreement to Abide by All Ride Rules & Requirements

In consideration of the acceptance of my entry and of my being permitted to take part in the Devil Mountain Double on the 18th of April 2009, organized by the Quackcyclists, I, for myself, my personal representatives, successors, executors, assigns, heirs and next of kin do hereby:

1. Acknowledge, agree, and represent that I understand the nature of Bicycling Activities and this event, and that I am physically fit, have trained sufficiently for this event, and that I am qualified to participate in such Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. Fully acknowledge that this Activity is an extreme test of a person's physical & mental limits and that: (a) Bicycling Activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b) these risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity 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 Risk and All Responsibility for Losses, Costs, and Damages I incur as a result of my participation in the Activity.
3. Agree to have read and to abide by all Rules, regulations, and information contained in the Devil Mountain Double "Instructions to Riders & Rules of the Ride"
4. Hereby Release, Discharge, Covenant Not to Sue, and Agree to Indemnify and Save and Hold Harmless the Quackcyclists, its officers, members & volunteers, and specifically Rory MacLeod, Scott Halversen, George Pinney, Jesse Smith, Ish Maak, all owners, agents, volunteers for, members of, employees of, and officers or agents of the following organizations and entities: The State of California & Mt. Diablo State Park, The San Ramon Marriott, The Livermore Area Radio Klub, The California Triple Crown, The California Highway Patrol, The County of Alameda, The County of Contra Costa, The County of Santa Clara, The University of California & Lick Observatory, The Junction, The East Bay Regional Park District, Pacific Locomotive Association, Inc, The McKay Insurance Agency, and any other participants, volunteers, sponsors, advertisers, and if applicable, owners and lessors of any premises on which the Activity takes place, (each one of the above considered to be 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.
5. Hereby consent to receive medical treatment and emergency medical transport which may be deemed advisable in the event of injury, accident and/or illness during the event, and to be fully responsible for all costs incurred as a result of said medical treatment and/or emergency medical transport.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without 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 and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding shall continue in full force and effect.

Signature

Printed Name

Date

