

HOLD HARMLESS AND INDEMNITY AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 200__, by and between **Bicycle Ruidoso** (“The Club”), and _____.

WHEREAS, The Club wishes to clearly set in action a Hold Harmless and Indemnity Agreement between all officers, members and non-members of the The Club from any legal action against The Club, members, and non-members protecting both personal and/or commercial assets. This agreement will be in force for all events and actions whether sponsored, planned, or impromptu activities.

Membership Fee. The fees for Club affiliation is \$15.00 for individual membership and \$25.00 for family membership per year.

Insurance. Insurance in effect during any activity or event will be the Insurance purchased privately by individual persons and that insurance in effect through and by USA Cycling as specified by USA Cycling. Specific events may have additional insurance, which can be divulged after the event is planned and organized.

Indemnity. The Club and its individual members hereby agrees to reciprocally protect, indemnify and hold each other, its affiliates, directors, officers, employees and agents, free and harmless from and against any and all claims, demands, causes of action, suits or other proceedings of every kind and character whatsoever including, but not limited to, those arising out of negligence, gross negligence or strict liability in tort, arising in favor of any person or entity whomsoever including, but not limited to The Club and any other entity, its agents, shareholders, affiliates, directors, officers, employees and assigns, on account of bodily injuries, death, and/or damage to property.

Under no circumstances shall either party, their affiliates, directors, officers, employees and agents, or any of them, be liable to the other for any consequential, incidental, or indirect damages relating to either party's actions or inactions.

Force Majeure. In the event that either party shall be prevented from performing any of its perceived obligations during any activity or event by an act of God, acts of war, riot, or civil commotion, an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, that party shall be excused from performance of any perceived obligations and undertakings during any activity or event.

Independent Member Status. Each person is an independent member of The Club. Each member shall be responsible for, and hold every other member harmless from any liability for personal property or physical damage which could occur during any event or activity whether event is sponsored or not.

Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision was never a part of this Agreement.

EXECUTED this _____ day of _____, 200____.

By: _____ By: _____

Member

Witness

