



## NEW MEMBER APPLICATION and CURRENT MEMBER RENEWAL

### RELEASE OF LIABILITY — REQUIRED ANNUALLY OF ALL MEMBERS

Instructions: MAKE CHECK PAYABLE TO: SCPD CYCLISTS, cost \$20 per person. Drop your check along with a signed membership application into the SCPD Cyclists Mailbox located at the Mountain View Clubhouse (#35) or bring your check along with a signed application at the next Club Meeting. The meetings are located at Big Bear/Silverwood Room at the Lakeview Clubhouse, 3:00 PM, every 2nd Wednesday of the month from November thru March. To make other arrangements to pay dues, contact Club Treasurer.

**ALL MEMBERS ARE REQUIRED TO INITIAL AND COMPLETELY FILL OUT THE LIABILITY PORTION OF THIS FORM.**

HELMETS ARE REQUIRED ON ALL RIDES I, \_\_\_\_\_ (FULL NAME), represent that I am lawfully permitted and qualified to engage in the activities of the SCPD CYCLISTS CLUB, the purpose of which is the subject of this Agreement and Release of Liability. I am further aware that recreational bicycling activities sponsored by the SCPD CYCLISTS CLUB, within and on the Association's common areas and those conducted over public roads and facilities open to the public may be hazardous (HEREINAFTER "HAZARDOUS RECREATIONAL ACTIVITIES"). I AM ALSO AWARE THAT ENGAGING IN THESE HAZARDOUS RECREATIONAL ACTIVITIES INVOLVE NUMEROUS RISKS OF INJURY, INCLUDING BUT NOT LIMITED TO FALLS, LOSS OF CONTROL, COLLISIONS WITH OTHER PEOPLE AND THINGS, AND/OR DEATH. AND I FREELY ASSUME THOSE RISKS. \_\_\_\_\_ (INITIALS)

I am voluntarily choosing to engage in these Hazardous Recreational Activities and acknowledge that the Association premises and the common areas are not ordinarily intended for use by Hazardous Recreational Activities, and by entering into this agreement and release of liability, understand and agree that the Association does not need to engage in any special maintenance of the common areas above and beyond that which is required in the governing documents for the uses by owners contemplated in the governing documents, i.e., to be traversed by pedestrians and automobiles. \_\_\_\_\_ (INITIALS).

As lawful consideration for permission to engage in these activities at the Association, I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NOT TO SUE THE ASSOCIATION OR ITS BOARD OF DIRECTORS, SCPD CYCLISTS CLUB, AGENTS, ITS EXECUTIVE DIRECTOR AND MANAGEMENT COMPANY, EMPLOYEES, CONTRACTORS AND/OR SUBCONTRACTORS for any and all injuries, including death or property damage arising out of, caused by, or resulting from any participation in Hazardous Recreational Activities, in all instances, even if and whether or not such injury, death, or property damage was caused by any negligence or alleged negligence by the Association. \_\_\_\_\_ (INITIALS).

I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE ASSOCIATION, ITS BOARD OF DIRECTORS, SCPD CYCLISTS CLUB, AGENTS, ITS EXECUTIVE DIRECTOR AND MANAGEMENT COMPANY, EMPLOYEES, CONTRACTORS AND/OR SUBCONTRACTORS, from any and all claims asserted or ability established for damages or injuries to any person or property, that arise out of or are in any manner directly or indirectly connected with my participation (or the participation by others on whose behalf I have the power and authority to enter into this agreement) in Hazardous Recreational Activities sponsored by the SCPD Cyclists Club, and all expenses of investigating and defending against same, provided, however, that my duty to indemnify and hold harmless shall not include any claims or liability arising solely from the sole willful misconduct of the Association, or its Board of Directors. \_\_\_\_\_ (INITIALS)

I agree that this AGREEMENT AND RELEASE OF LIABILITY is intended to be as broad and inclusive as is permitted by law. Any provision found to be invalid or unenforceable by a court shall not affect the validity or enforceability of any other provision.

I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT. THIS AGREEMENT IS INTENDED TO BE BINDING ON MY HEIRS, PERSONAL REPRESENTATIVES, NEXT OF KIN, AND ASSIGNS. NOTHING IN THIS AGREEMENT AND RELEASE OF LIABILITY SHALL BE CONSTRUED AS A PERMIT TO ENGAGE IN ANY ACTIVITY IN WHICH THE SIGNOR/RELEASOR MAY NOT LAWFULLY ENGAGE IN OUTSIDE THE ASSOCIATION'S COMMON AREA.

(1) PRINT NAME \_\_\_\_\_ Resident ID# \_\_\_\_\_ Cell \_\_\_\_\_

E-Mail \_\_\_\_\_ Signature \_\_\_\_\_

(2) PRINT NAME \_\_\_\_\_ Resident ID# \_\_\_\_\_ Cell \_\_\_\_\_

E-Mail \_\_\_\_\_ Signature \_\_\_\_\_

Sun City Address \_\_\_\_\_

**\*\*BASKETS OF LOVE\*\***

If you want to donate to Baskets of Love, the club charity that gives holiday gifts to underprivileged children, you can add any donation along with your Membership amount, just add it to your cash or check.