



POINT LOMA ROTARY CLUB

SERVING OUR COMMUNITY SINCE 1950



RIDE THE POINT
NOVEMBER 12, 2022
PARTICIPANT AND VOLUNTEER
ACCIDENT WAIVER AND RELEASE OF LIABILITY

I acknowledge that this athletic event requires that I am physically fit enough to participate or volunteer in this event. I acknowledge that I have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person. I verify that I have sufficient medical insurance to cover any medical condition or physical injuries that may be sustained while participating in this event.

I acknowledge that this is a **bike ride and not a race**. However, there are risks associated with any bike ride. Such risks include but are not limited to those caused by terrain, facilities, temperature, weather, lack of hydration, conditions of athlete's equipment, vehicular traffic, and intentional or negligent actions of other people including but not limited to participants, volunteers, spectators, event officials, and event monitors.

I hereby voluntarily assume all the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I have read and understood the description of the ride and the code of conduct provided on <http://www.ridethepoint.org> for the event and agree to abide by them including without limitation the requirements where a Consumer Product Safety Commission-approved bicycle helmet, by all other rules and regulations established for the Ride the Point event, and by the California Vehicle Code.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns as follows:

(A) WAIVE, RELEASE AND DISCHARGE from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me at or during my traveling to and from this event. THE FOLLOWING ENTITIES OR PERSONS: All government agencies including but not limited to Cities of San Diego and Del Mar, Port of San Diego, County of San Diego, Dept. Of the Navy, Dept. Of the Interior, Cabrillo National Monument, San Diego Police Department, Point Loma Rotary Club, Point Loma Endowment Fund, UCSD, SANDAG, Oggi's, their respective directors, officers, employees, volunteers, representative agents, the event sponsors, the event directors, event volunteers, co-participants and event vendors.

(B) IDENTIFY AND HOLD HARMLESS the entities or persons mentioned in (A) above, from any and all liabilities or claims made by other individuals or entities as a result of my actions during this event.

I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident or illness during the event. I agree to follow all California Vehicle Code traffic laws. I understand that this event or related activities may be photographed, filmed, video taped or otherwise have my likeness or voice recorded. I agree to allow my photo, video or film or sound likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and/or assigns in perpetuity.



I acknowledge that this accident waiver release of liability form will be used by the event organizers, sponsors, government entities and other organizers and shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I agree that the venue for any legal proceedings is San Diego, California.

I hereby certify that I have read this document and understand this accident waiver and release of liability form will govern my actions and

I understand that I am releasing the named entities from claims based on negligence or responsibilities stemming from my involvement in this event in any way, including participation in or volunteering for this event.

In consideration for being able to participate in the ride (known legally as "valuable consideration"), I give The Point Loma Rotary Club and "Ride My Point" and The Point Loma Rotary Endowment Fund, their agents, volunteers (including photographers), their assigns, licensees, and legal representatives, the irrevocable right to use my picture, portrait or photograph in all forms, media and manners, without restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes.

I waive any right to inspect or approve the photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the photographs.

I have read this release and waiver and am fully familiar with its contents.

Name of Rider/Volunteer Participant: _____

Email Address: _____

Signature: _____

Date: _____ **Bib Number:** _____

(X) I am the parent/guardian of _____, a minor, and consent on his/her behalf to such use.

Printed Name: _____

Signature: _____

Email Address: _____

Date: _____ **Bib Number:** _____

PARTICIPANT & VOLUNTEER

COVID-19 SCREENING QUESTIONNAIRE

The safety of our participants and volunteers is our overriding priority. As the coronavirus (COVID-19) pandemic continues, we are monitoring the situation closely and following the guidance from the Centers for Disease Control and Prevention and local health authorities. In order to prevent the spread of the virus and reduce the potential risk of exposure to our participants and volunteers, we are asking you to answer this questionnaire prior to entering the event site.



Please respond to each of the following questions, your cooperation is important to help protect you and our other participants.

In the past 14 days:

1. Are you currently experiencing, or have you experienced any of the following symptoms?
 - a. Fever (100.4° F or greater)
 - b. Cough
 - c. Shortness of breath or difficulty breathing
 - d. Sore throat
 - e. Loss of taste or smell
 - f. Chills
 - g. Head or muscle aches
 - h. Nausea, diarrhea, vomiting

2. Have you been in contact with anyone who has tested positive for COVID-19?

3. Have you been tested for COVID-19 and are waiting to receive test results?

4. Have you have tested positive for COVID-19?

5. have you been on a commercial flight or traveled outside of the United States?

If you answered yes to any of the above questions, we ask that you refrain from participating in the event.

To maintain safety at the event, we recommend that you maintain 6-foot separation, wash hands frequently, and mask when stationary in large groups. Riders will be issued a neck gaiter at



registration to be worn during the ride - the gaiter helps identify registered riders and volunteers and can be used as face covering when needed.

RELEASE AND WAIVER OF LIABILITY/ASSUMPTION OF RISK AGREEMENT FOR EXPOSURE TO COMMUNICABLE DISEASES INCLUDING COVID-19

PLEASE READ CAREFULLY BEFORE SIGNING

The undersigned acknowledges and agrees that:

1. Participation in Ride the Point may include exposure to a communicable disease including but not limited to COVID-19. While the Point Loma Rotary Club has put in place preventative measures and procedures which, coupled with personal discipline, may reduce the spread of communicable diseases such as COVID-19, the risk of becoming infected and resulting serious illness and death does exist.
2. I acknowledge the contagious nature of communicable diseases including COVID-19 and voluntarily assume all risks, both known and unknown, including personal injury, illness, permanent disability, and death, and assume full responsibility for my participation and that of attendees of my permitted event. I understand that the risk of becoming exposed to or infected by a communicable disease, including COVID-19 may result from actions, omissions, or negligence of myself and others, including, but not limited to, Point Loma Rotary Club, City, Port, Navy Base Point Loma, employees, volunteers, and event attendees and their families.
3. I agree to comply with the stated and customary terms and conditions for protection against communicable diseases including, but not limited to, any Federal, State, County, or City public health orders or directives, and will take steps to ensure that those participating in Ride the Point do the same. If I observe behavior that does not comply with the identified health orders or directives, I will take steps to correct the behavior and ensure compliance and I will bring such behavior to the attention of the nearest official immediately.
4. I, on behalf of myself and my guests, event attendees, heirs, assigns, personal representatives and next of kin, hereby release, covenant not to sue, and agree to indemnify and hold harmless Point Loma Rotary Club, its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event, with respect to any and all communicable illness and resulting disability, death, or loss or damage to person or property, arising from the use of public facilities or property, to the fullest extent permitted by law. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Point Loma Rotary Club or elected officials, employees, agents, and representatives, whether a COVID-19 or other infection occurs before, during, or after Ride the Point.
5. I further understand and agree that the releases, waivers, and assumption of risk contained herein are in addition to and do not limit the generality of any other releases, waivers, permit conditions, and/or related agreements required for use of any of the above-mentioned public facilities or properties, which remain in full force and effect.

I HAVE READ AND UNDERSTAND THIS RELEASE OF LIABILITY AND WAIVER AND ASSUMPTION OF RISK AGREEMENT AND AGREE TO THE TERMS OUTLINED ABOVE.

Name of Participant: _____

Participant Signature: _____



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Date: _____