



KING COUNTY METRO TRANSIT

GREEN BIKE PROJECT

WAIVER AND RELEASE OF LIABILITY

1. I wish to participate in the Green Bike Project ("Program") sponsored by King County Metro Transit. I understand that my execution of this Waiver and Release of Liability ("Waiver") is a prerequisite for participation in the Program.
2. I fully understand that there are risks and dangers inherent in participating in the Program. I acknowledge that bicycling activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death, as well as risks of property damage or loss. These risks and dangers may be caused by my own actions, or inactions, and/or by the actions or inactions of others.
3. In consideration of being allowed to participate in the Program, I willingly, knowingly and fully agree to accept and assume all risks and all responsibility for any losses, costs, and damages I incur as a result of my participation in the Program, and to release and hold harmless King County and all its organizational units, including departments and divisions, as well as its elected officials, officers, employees, agents, and representatives.
4. I understand and intend that this Waiver will waive my rights and release, hold harmless, and forever discharge King County and all of the persons and entities mentioned above from any and all claims for damages for my death, and/or for any personal injury I may suffer or property damage I may sustain as a consequence of my participation in the Program, even if this liability arises from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment owned, maintained or controlled by them or because of their possible liability without fault. I further understand, agree and intend for this Waiver to be binding not only on myself, but also on my heirs, assigns, next of kin, and any and all other personal representatives.

5. I understand that I am solely responsible for my health and safety, as well as for the decision to participate in the Program, and I acknowledge and represent that I am physically capable of participating in the Program and have made the decision to do so of my own free will and with full understanding and awareness of the inherent risks and dangers inherent in bike riding activities and my participation in the Program.
6. I fully understand and acknowledge that this Waiver is intended to be a complete and unconditional release of all liability and as broad and inclusive as is permitted by the laws of the State of Washington. Should any portion of this Waiver be determined by a court of competent jurisdiction to be invalid, voidable or unenforceable, for any reason, such portion of this Waiver shall be severable from the remaining portions herein and the invalidity, voidability, or unenforceability thereof shall not affect the validity, effect, enforceability, or interpretation of the remaining provisions of this Waiver.
7. I understand and agree that this Waiver shall be governed in all respects by the laws of the State of Washington, exclusive of its conflict of laws provisions. Venue for any legal action arising out of this Waiver shall be set in the King County Superior Court situated in Seattle, Washington.
8. I have carefully read and considered the implications of this Waiver, fully understand its contents, and understand and acknowledge that I am giving up substantial legal rights by signing it, including my right to sue. I have either consulted with my own legal counsel or knowingly decided to forego such consultation. If I am under 18 years of age at the time of my registration to participate in the Program, my parent or legal guardian has thoroughly reviewed this Waiver, understands and consents to its terms, and authorized my participation by his/her signature below. I am aware that this is a RELEASE OF LIABILITY and a legally binding contract between me and the persons and entities mentioned above and I sign of my own free and voluntary will, without coercion or inducement, and in full recognition of the risks involved.

NAME: _____

Print Name

DATE: _____

Signature