



## RAPHA CYCLING CLUB BIKE HIRE PROGRAMME

### LIABILITY AGREEMENT

I, \_\_\_\_\_, am a current Rapha Cycling Club (“RCC”) member, am over the age of 18, and therefore have the legal capacity to enter into this agreement. The RCC Bike Hire Programme (“Programme”) has released a bicycle fleet available on loan to cyclists associated with the RCC, and I hope to participate. In consideration of that possible participation, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree, and represent that I understand the nature of the RCC Bike Hire Programme and that I am qualified, in good health, and in proper physical condition to borrow and use a bicycle from this Programme. I further acknowledge that I will use the bicycle over public roads and facilities open to the public and that there is inevitably a risk to me of mishap or accident. I agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue riding.
2. Agree to abide by all the Programme’s Terms of Use outlined on the reverse of this Liability Agreement. I further acknowledge that if I break these terms, I may be permanently banned from participating in the Programme at this or any other time. I may also be held responsible financially for any damages or losses incurred.
3. Fully understand 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 condition in which the riding 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 RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my riding.
4. Subject to clause 5 below, hereby release, discharge and covenant not to sue the Programme, Rapha Racing Limited (“Rapha”), Rapha Racing LLC, the RCC, any commercial partner of any of the foregoing and any of their directors, employees, agents, officers, members, volunteers, as well as other participants and, if applicable, owners and lessors of premises on which the cycling takes place, (each considered 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; and I further agree that if, despite this Release and Waiver of Liability I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

5. Nothing in this Release and Waiver of Liability shall limit or exclude Rapha's liability for:  
(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);  
(b) any other matter in respect of which it would be unlawful for Rapha to exclude or restrict liability.

6. In no circumstances will Rapha's liability exceed £10,000

7. This Liability Agreement shall be governed by English law and the courts of England and Wales shall have exclusive jurisdiction in respect of the same.

I have read this Liability Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and without any 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.

SIGNER'S NAME (PRINTED):

SIGNER'S ADDRESS:

SIGNATURE: