



# NK 350<sup>th</sup> Kid Bike Fun

May 11 2024, 3pm – 5pm, (raindate May 12 3-5pm)

WILSON PARK sponsored by NK VFW Post 152

**Bikes and Trikes Welcomed. The event includes:**

- 1) Best Decorated Bike or Trike
- 2) Parade around sidewalk
- 3) Skills



*Ages: 10 and under and must be accompanied by an adult*

**Free NK Residents   Free Non-Residents   Win A Prize   Spots are limited**  
**Upon entering Wilson Park, meet in the northeast corner. The back end to the park.**

**NEED A BIKE OR HELMET? Email John Machata [drmachata@yahoo.com](mailto:drmachata@yahoo.com)**

*Several ways to register and to contact us with questions or concerns:*

✉ 100 Fairway Drive North Kingstown RI 02852

✉ [Kbodington@northkingstownri.gov](mailto:Kbodington@northkingstownri.gov)

🕒 80 Boston Neck Road M-F 8:30 to 4:30pm

☎ 401-268-1540

☁ Weather cancellation line 401-268-1543

🌐 <https://secure.rec1.com/RI/north-kingstown-ri/catalog>

IF SICK, PLEASE STAY HOME

PRE REGISTRATION MANDATORY FOR ALL PROGRAMS

\*\*\*\*\*PLEASE PRINT CLEARLY\*\*\*\*\*

## NK 350<sup>th</sup> Kids Bike Fun, May 11

NAME \_\_\_\_\_ BIRTHDATE \_\_\_\_\_ M F GRADE \_\_\_\_\_

MEDICAL PROBLEMS (allergies, inhaler etc.) \_\_\_\_\_

ADDRESS \_\_\_\_\_ Zip Code \_\_\_\_\_

PRIMARY PHONE \_\_\_\_\_ RECEIVE TEXT NOTIFICATIONS? Y N

ALTERNATIVE PHONE \_\_\_\_\_ RECEIVE TEXT NOTIFICATIONS? Y N

EMAIL \_\_\_\_\_ @ \_\_\_\_\_

EMERGENCY CONTACT name/phone \_\_\_\_\_

ONE Emergency contact is mandatory, for additional please write a note or email to the office with contact information above.

PARENT/GUARDIAN SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



**TOWN OF NORTH KINGSTOWN RECREATION DEPARTMENT**  
**100 Fairway Drive North Kingstown, Rhode Island 02852**  
Phone (401) 268-1540  
**MINOR'S CONSENT TO PARTICIPATE CODE OF CONDUCT**  
**AND HOLD HARMLESS AGREEMENT AND RELEASE**

I, (Print Name of Minor's Parent or Legal Guardian)\_\_\_\_\_ state that

(Print Minor's Legal Name)\_\_\_\_\_ (hereafter referred to as "the  
minor") the minor wishes to participate in (Print Name of Event or Program)

\_\_\_\_\_ sponsored by the North Kingstown Recreation Department (the "Recreation Department").

The minor's parent(s) or guardian(s) understand that participation in the above event or program is VOLUNTARY and that the minor does not have to participate. It is understood that the event or program involves activities which could result in injury to the minor's person or damage to the minor's property, and that by participating, the minor's parent(s) or guardian(s) voluntarily accept and assume the risk of injury to the minor or damage to the minor's property and consent the minor's participation in the event or program.

It is understood that the Recreation Department DOES NOT provide any insurance coverage for the minor's person or property; and minor's parent(s) or guardian(s) acknowledge that they are responsible for the minor's safety and the minor's own health care needs, and for the protection of the minor's property.

In exchange for allowing the minor to participate in this event or program, the minor by and through the undersigned, agrees to release from liability, indemnify, and hold harmless the Town of North Kingstown, its agents, officers, and employees for any injury to the minor's person or damage to the minor's property which arises out of or occurs during or as a consequence of the minor's participation in the event or program, whether or not such injury or damage may have been caused, in whole or in part, by any negligence or want or care on the part of the Town of North Kingstown, its agents, officers, or employees.

This Hold Harmless Agreement and Release shall be binding upon the minor, the parent(s) or guardian(s), any successors in interest, and/or any person(s) suing on the minor's behalf.

The minor's parent(s) or guardian(s) understand that this document is complete unto itself and that any oral promises or representations made to them concerning this document and/or its terms are not binding upon the Town of North Kingstown, its officers, agents and/or employees.

**Code of Conduct.** North Kingstown Recreation expects all participants will abide by any and all rules set by the department, the instructor, and the facility. Please dress appropriately for the weather, for the program you have registered for and it's requirements, and be mindful that most programs have children of all ages. Be present. Please turn off your cell phones and devices. Cooperate and respect your leadership. There is zero tolerance for discourteous behavior, rudeness, bullying, and harassment or threats to any participant or leader. Failure to follow any policies or procedures will result in immediate discharge without refund.

**PARENT OR LEGAL GUARDIAN MUST SIGN BELOW:**

I, the undersigned, state that I am the parent or legal guardian of the minor whose name appears above. I understand that the above terms and conditions apply to said minor and to myself. I further understand that said minor cannot participate under ANY circumstances in the above specified event or program without parental consent and that the minor will not be allowed to participate without entering into this agreement. This document is binding on myself, the said minor, and any person suing on behalf of said minor.



*BY INITIALING I AGREE TO THE UNRESOLVED USE OF MY CHILD'S NAME AND/OR LIKENESS (INCLUDING PHOTOGRAPHS, VIDEO TAPES, AND OTHER DEPICTIONS) FOR PUBLICIZING NORTH KINGSTOWN RECREATION ACTIVITIES AND EVENTS.*

Minor's Name (PRINT):\_\_\_\_\_ Birth date of minor:\_\_\_\_\_

Home State of minor:\_\_\_\_\_ Today's Date:\_\_\_\_\_

Parent/Guardian Legal Name (PRINT):\_\_\_\_\_

Parent/Guardian Legal Name (SIGN):\_\_\_\_\_

***We at NK Rec take your health and safety very seriously. We will be abiding by all State, CDC, North Kingstown Town and School protocols. Please always have a mask on hand. Please also bring your own hand sanitizer. If you have tested positive or recently been in contact with a positive case inform your instructor immediately. If you are sick, STAY HOME. For additional information call the office or visit reopeningRI.com***

## **Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

**North Kingstown Recreation Programming** has put in place preventative measures to reduce the spread of COVID-19; however, NK Recreation **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **attending NK Recreation Programming, being exposed to the public, could increase** your risk and your child(ren)'s risk of contracting COVID19

.....  
By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending NK Rec Programming and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, NK Rec employees, volunteers, and program participants and their families even though North Kingstown Recreation is taking all possible precautions.

By signing I understand that North Kingstown Recreation reserves the right to cancel the program for any given period of time due to COVID-19 cases and circumstances. In this case there is no guarantee of a refund, a prorated refund, or a make-up. Cancellations will only occur to keep the participants from further spread of the virus.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at NK Rec Programs or participation in NK Rec programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless NK Rec, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of programs, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any programming.

**Signature of Parent/Guardian/Self**

**Date**

**Print Name of Parent/Guardian/Self**

**Print Name of Participant(s)**

**NEW ENGLAND MOUNTAIN BIKE ASSOCIATION AGREEMENT, RELEASE, AND WAIVER OF ALL CLAIMS**

**Read this carefully. You are voluntarily engaging in an activity related to biking, and voluntarily releasing all claims.**

**PARTICIPANT AGREEMENT**

On behalf of myself (and my minor child/ward if applicable), I affirm that my/our participation in NEMBA's Event ("Event") is entirely voluntary, and I/we understand that participation in the Event involves a risk of injury due to certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from minor injuries such as scratches, bruises, and sprains, to catastrophic injuries, including death. I/we understand that if I/we have questions about possible hazards, it is my/our responsibility to seek additional information from NEMBA staff, volunteers, and/or authorized personnel (hereby "NEMBA Authorized Personnel") prior to signing this Release. I/we also understand that, despite safety precautions, NEMBA and/or its representatives and agents, the managing agencies operating the public land and/or the private landowners on which the NEMBA activity is held (namely the Rhode Island Department of Environmental Management or RIDEM), their respective current and former officers, directors, employees, agents, attorneys, members, participants, affiliates, volunteers, successors, and assigns, (hereby "Released Parties") cannot guarantee that I/we will not be injured. I/we agree to assume these risks.

I/we understand that the best way to make sure that I/we remain safe and avoid injury is to follow the rules, regulations, and instructions of the staff of NEMBA. I/we agree that I/we will learn and obey all the rules and regulations and will follow all instructions of the staff of NEMBA. I/we agree and affirm that it is my/our obligation to ensure the safety of my/our own equipment, including but not limited to all biking gear. I/we take full responsibility for having appropriate skills, physical conditioning, equipment and supplies for any and all NEMBA activities that I/ we participate in.

I/we understand and acknowledge that attending and/or participating in NEMBA activities, including but not limited to the Event, may involve certain risks above and beyond the control of NEMBA and the Released Parties. I, on behalf of myself (and my minor child/ward if applicable), do hereby and forever release, acquit, discharge and covenant to hold harmless the Released Parties from any and all actions, causes of action, claims, demands, damages, loss of service, loss of consortium, expenses and compensation on account of, or in any-way growing out of, any and all personal injuries and property damages, whether based in tort, negligence, statute, contract or otherwise, including, but not limited to, accidents, injuries, catastrophic injuries, emergencies, exposure to reckless conduct of other persons, including other participants, volunteers, and visitors, natural disaster, world events, pandemics, including but not limited to COVID-19, terrorism, and/or negligence of medical personnel, suffered by me and/or my minor child/ward, if applicable, which may arise at any time while I/we am/are participating in NEMBA programming, including but not limited to, the Event, and which I/we may hereafter have. I, on behalf of myself (and my minor child/ward if applicable), further promise to reimburse the Released Parties any sum of money which they have been compelled to pay, because of any injury or damage, or for any reason, on behalf of myself and/or my minor child/ward, if applicable, while participating in NEMBA programming, including the Event.

I/we understand that there are risks inherent in the activities I/we will engage in at NEMBA's Event (some of which are described above) which may cause serious injury or even death. I/we also understand that, despite safety precautions, neither NEMBA, nor any of the Released Parties, can guarantee that I/we will not be injured. I/we am/are willing to assume these risks. To minimize the risk, I/we agree to obey all the rules, regulations, and instructions of NEMBA.

**ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE AND AGREEMENT NOT TO SUE:** In consideration for allowing me (and my minor child/ward if applicable), to participate in the Event, I, voluntarily agree, for myself, my heirs, executors, and administrators, and, if applicable, for my minor child/ward's heirs, executors, and administrators, to the following:

TO THE TERMS OF THE PARTICIPANT AGREEMENT ABOVE.

TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, OR PERSONAL INJURY, that may be sustained by me and/or my minor child/ward, if applicable, and/or any loss or damage to property owned by me and/or my minor child/ward, if applicable, as a result of attending and/or participating in the Event.

TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, & AGREE NOT TO SUE the Released Parties named above, from any and all liability, claims, actions, demands, expenses, attorneys fees, breach of contract actions, breach of statutory duty, and/or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I and/or my minor child/ward, if applicable, might now have or may acquire in the future, more fully described in the participant agreement above, arising out of or related to any loss, damage, and/or injury, including death, that may be sustained by me and/or my minor child/ward, if applicable, or to any property belonging to me and/or my minor child/ward, if applicable, as a result of attending and/or participating in the Event. On behalf of myself and my minor child/ward, if applicable, I also agree to indemnify NEMBA for all claims arising out of my and/or my minor child/ward's, if applicable, participation in the Event.

THAT IF ANY TERM OF THIS RELEASE is held by a court of competent jurisdiction to be invalid or unenforceable, then this Release, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

THAT THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED in accordance with the laws of the Commonwealth of Massachusetts. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall, on written request of either party served on the other, be submitted first to mediation and then if still unresolved to binding arbitration. Said mediation or binding arbitration shall comply with and be governed by the provisions of the laws of the Commonwealth of Massachusetts.

THAT IF THERE SHOULD BE A MEDICAL EMERGENCY while I, and/or my minor child/ward, if applicable, am/are participating in the Event, I on behalf of myself and my minor child/ward (if applicable), authorize treatment by NEMBA Authorized Personnel. I on behalf of myself (and my minor child/ward, if applicable) authorize NEMBA Authorized Personnel to select and designate emergency medical personnel, nurses, physicians, and/or surgeons to furnish emergency medical services, should it be necessary, and to arrange transportation and admittance to a hospital in case of emergency. In the event my emergency contact cannot be reached in an emergency, I on behalf of myself, (and my minor child/ward, if applicable) hereby give permission to the medical staff selected by NEMBA to hospitalize, secure and administer proper treatment, and to order injection, anesthesia and/or surgery. I/we agree to the release of any records necessary for insurance purposes.

ACKNOWLEDGMENT By signing below, I, on behalf of myself (and my minor child/ward, if applicable), acknowledge that I/we understand, have carefully read, and agree to the terms outlined above, and that I/we fully understand the risks associated with participating in the Event, and the consequences of signing this Agreement/Waiver knowingly, freely, and willingly.

Event Name: \_\_\_\_\_ Date \_\_\_\_\_

Participant's Name: \_\_\_\_\_

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Complete for Participants Under the Age of 18 or for Participant with a Legally Appointed Guardian

Minor's Name: \_\_\_\_\_

Parent/Guardian's Signature \_\_\_\_\_ Date \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_ Minor's Date of Birth \_\_\_\_\_