

Code of Conduct

1. PURPOSE

The purpose of the Code of Conduct is to describe the type of behavior which the Chesapeake Spokes.org (hereafter referred to as "CSO") is seeking to promote and encourage its members and supporters to adopt.

2. KEY PRINCIPLES

- CSO wishes to operate in an environment where people show respect for others and their property. Respect is defined as consideration for another's physical and emotional well being and possessions, to ensure no damage or deprivation is caused to either.
- CSO wishes to operate in an environment that is free from harassment. Harassment is defined as any action directed at an individual or group that creates a hostile, intimidating or offensive environment.
- CSO wishes to operate in a non-discriminatory environment. Respect the right, dignity and worth of every human being -within the context of the activity; treat everyone equally regardless of gender, ethnic origin or religion.
- Persons to whom this Code applies acknowledge and agree to comply with the disciplinary and grievance procedures promulgated by CSO. If any disciplinary action is taken, persons directly affected shall be given the opportunity to participate in those proceedings.

3. KEY ELEMENTS

All persons who are bound by this code shall:

- Act in a manner which is compatible with the interests of CSO.
- Accord people involved in cycling with the appropriate courtesy, respect and regard for their rights and obligations.
- Treat people's property with respect and due consideration of its value.
- Show a positive commitment to CSO's policies, rules, procedures, guidelines and agreements.
- Respect the law.

4. ACCEPTABLE BEHAVIOR

Examples of behavior deemed to be suitable and in the best interests of the sport:

- Obey the law of the road. The rules of the road are the same for cyclists as they are for motorists. Share the road. Both motorists and cyclists have the right to use the road. Both have a responsibility to understand and respect each other's needs. The best way for a cyclist to share the road safely with motor vehicles is to follow the road rules, ride with courtesy and consideration for other road users and clearly signal any turning, pulling out or passing intentions.
- Aggression towards motorists will not be tolerated. Offensive actions towards them will result in endangering your fellow club members' lives. Ride defensively, as cyclists are fragile and vulnerable on a bicycle.
- Always wear a helmet** when participating in a club organized event. Most serious cycle injuries involve the head. Head injuries can mean brain damage, impaired sight or hearing and/or a loss of coordination in the arms and legs. Unlike other injuries, damage to the brain is often permanent. For these reasons, **helmets are compulsory for members of CSO.**
- Do not ride two abreast on the narrower sections of the road. Keep single file where ever the road narrows and on all unmarked roads. Always keep right.
- Ride in a predictable manner.
- Use hand signals to indicate turning or objects in the road.
- Riding at dawn or dusk, always wear bright clothing and compliment this with rear and front lights.
- An appointed ride leader will act as the administrator of all club sanctioned rides. He/she will coordinate the rides in such a manner as he/she sees appropriate to accommodate all levels of riders. His/her orders will be obeyed in the interest of all.

5. UNACCEPTABLE BEHAVIOR

This list provides examples of behavior deemed to be unsuitable and not in the best interests of the CSO:

- Posting to CSO's "TalkList" or other club Sanctioned Forum, or saying during a club Sanctioned event or ride any statement that is deemed to denigrate and/or intimidate another person, or behavior likely to constitute emotional abuse, sexual harassment, or discrimination.

6. EQUIPMENT RESCTRICTIONS

- Fixed gear bikes without brakes are not permitted.
- Use of "aero"handle bars or time trial bikes is prohibited on all CSO group rides.
- Use of headphones, iPods or similar music devices are prohibited on all CSO group rides.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in Chesapeake Spokes.org/League of American Bicyclists sponsored Bicycling Activities ("Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Bicycling Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. 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 Activity 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 participation or that of the minor in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Chesapeake Spokes.org/League of American Bicyclists, their administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity 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, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases, 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.

I HAVE READ THIS 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.

Printed Name of Applicant (and Parent/Legal Guardian's printed name if applicant is under 18 years of age)
Signature of Applicant (or Parent/Legal Guardian's Signature if applicant is under 18 years of age)