

Rush Miller Foundation  
416 West 2nd Street  
Pueblo, CO 81003  
866-273-2925  
866-273-2925 FAX  
www.rushmillerfoundation.org

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Age of child: \_\_\_\_\_  
Reason for visual impairment or blindness: \_\_\_\_\_  
Visual Acuity: \_\_\_\_\_

Name of ophthalmologist: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Person Completing Application: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

- 1) Does the child currently have a tandem? Y N  
2) Does the child have any adaptive technology? Y N  
-If yes, what type of technology? \_\_\_\_\_  
3) Are you aware of the requirement of the child/family  
to help fundraise for another child's tandem? Y N  
4) Are you willing to help fundraise? Y N  
5) Does the child have someone available to ride with them? Y N  
Who? \_\_\_\_\_  
6) If you don't have a sighted rider, will you need one? Y N  
7) How often per week do you currently participate in outdoor  
activities? Once Twice Three >3  
8) What outdoor activities do you currently participate in?  
\_\_\_\_\_  
9) How did you find the Rush Miller Foundation?  
\_\_\_\_\_

Application Check List:

- 1) Send signed application and waiver to the Rush Miller Foundation (No FAX)
- 2) Forward letter and medical information from Ophthalmologist to Rush Miller Foundation
- 3) Send picture of child with photo release with application if you agree to posting on website

RUSH MILLER FOUNDATION RELEASE OF LIABILITY

In consideration of receiving a tandem bicycle or being allowed to participate in any way in the Rush Miller Foundation program, its related events and activities, I, \_\_\_\_\_, the undersigned, being the parent/guardian of, \_\_\_\_\_ acknowledge, appreciate, and agree that:

- 1) The risk of injury from the activities (riding a bicycle) involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2) **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, or others, and assume full responsibility for my participation; and,
- 3) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazards or defects in equipment before or during my participation, I will remove myself and the child from participation in the event or ride. I will immediately bring such items to the attention of the foundation if during an event or to a qualified tandem repair shop with regard to equipment; and,
- 4) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE RUSH MILLER FOUNDATION**, their officers, officials, advisory council, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, Tandem Cycle Works, and , if applicable, owners, and lessors of premises used for the activity (“Releasees”), **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMEAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEEES OR OTHERWISE**, to the fullest extent permitted by law,
- 5) I understand that Rush Miller Foundation and Tandem Cycle Works does not warranty or guarantee the tandem bicycles. The tandem bicycles are covered only by any warranties by the manufacturer.
- 6) I understand that tandem bicycles require routine maintenance. I understand that the financial responsibility for the performance of maintenance and repairs to the tandem bicycle are mine. Rush Miller Foundation and Tandem Cycle Works will NOT pay for any repairs or maintenance.
- 7) I agree to never allow anyone to ride the tandem without adequate safety equipment to include, but not limited to helmets, lights, reflectors.
- 8) I understand that the child’s first name only and state will appear on Rush Miller Foundation website. I understand that a picture can accompany the name (see photography release).

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I CERTIFY THAT I AM THE AM THE PARENT/GUARDIAN OF \_\_\_\_\_, AND HAVE THE LEGAL PEROGATIVE TO SIGN THIS RELEASE.**

X \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**Rush Miller Foundation Photo Release**

**This release must accompany any photograph to be used for the Rush Miller Foundation website, fund raising materials, newsletters, or other communication material.**

**I, \_\_\_\_\_, being the parent/guardian of, \_\_\_\_\_, hereby release the Rush Miller Foundation to use photographs in their official publications and website. I understand that the photographs become the property of the Rush Miller Foundation.**

**I understand that the photographs may appear with my child's first name only and the state of residence. NO OTHER IDENTIFICATION WILL BE PUBLISHED ABOUT MY CHILD.**

**I understand that allowing my child's picture to be used is OPTIONAL. Rush Miller Foundation does not require a picture of the child to be eligible for a tandem bicycle.**

**I understand that my child's first name and state will be placed on the Rush Miller Foundation website during the fund raising for the child's tandem bicycle. It will be removed after the delivery of the tandem bicycle at my written request.**

**I HAVE READ THIS PHOTO RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I CERTIFY THAT I AM THE AM THE PARENT/GUARDIAN OF \_\_\_\_\_, AND HAVE THE LEGAL PEROGATIVE TO SIGN THIS RELEASE.**

**X \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_**