

## Release and Waiver of Liability

I wish to participate in this fundraising event which I understand to be a non-competitive bicycle ride or walk (each such bicycle ride or walk being hereinafter referred to as a "Ride/Walk") and related events and activities including but not limited to training rides or walks (the "Event"). I understand that by participating in this Event, I will be using public streets and facilities where many hazards exist and I am aware of and appreciate the risks, which may result. I am also aware that accidents occur during bicycle riding and walking events such as this, both while riding or walking and while not riding or walking, and that I may be seriously injured or killed as a result. I am voluntarily participating in this Event with knowledge of the dangers involved and I agree to accept any and all risks of injury and death.

I understand that I have paid a higher registration fee and as such I do not have a minimum fundraising requirement that I must meet in order to participate in the Event. I understand that all donations raised by me or donations I make myself are non-refundable even if I do not participate in or complete the Event for any reason. This includes any portion of the registration fee which might be considered as a donation. After the conclusion of the event, I understand I will receive a tax deduction letter for the amount above the actual cost of the registration.

In consideration for being permitted to participate in the Event, I hereby release, discharge, and covenant not to sue the Organizers, Beneficiaries, other participants in the Event, training ride leaders, sponsors, advertisers, owners and lessors of premises, any local, state, or federal agency including any Department of Transportation, their affiliated organizations, designated beneficiaries, sponsors, officials, participating clubs, communities, organizations, and all other government or public entities and all of their respective administrators, directors, agents, officers, members, volunteers and employees, on which the Event, takes place who, through negligence, carelessness or any other cause, might otherwise be liable to me.

I intend by this Waiver and Release to release, in advance, and to waive my rights and discharge all of the persons and entities mentioned and not mentioned above, from any and all claims for damages for death, personal injury or property damage which I may have, or which may hereafter occur to me, as a result of my participation in this Event, even though that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. I understand and agree that this Waiver and Release is binding on my heirs, assigns and legal representatives.

I am physically capable of participating in this Event, and my medical care provider has approved my participation. If I am aware of or under treatment for any physical infirmity, ailment or illness, my medical care provider knows of and has approved my participation in this Event. I acknowledge that I, and I alone, am solely responsible for my personal health and safety. If, however, as a result of my participation in this Event, I require medical attention, I give my consent to any authorized medical personnel to provide such medical care as is deemed necessary by any such authorized personnel.

## Release and Waiver of Liability (continued)

I also understand there may not be any authorized medical personnel traveling with the Event and such medical personnel may need to be called to my location and this may impact the outcome of any diagnosis. I will read the Event description, rules and policies for participation and will abide by all rules and regulations established by the event organizer and personnel as well as any standard vehicle safety codes. If I am registering as a Rider, I agree to wear a properly fitted and adjusted ANSI-, ASTM-, CPSC-, or SNELL-certified helmet while riding at all times.

I will be asked to have and provide proof of medical and accident insurance. If I do not provide this or do not have personal medical insurance or am not covered under my medical plan, I accept full responsibility for any costs incurred for medical treatment and evaluation. I understand that it is my responsibility to provide payment to any hospital, emergency response technician, or emergency transport company that may provide service to me as a result of injury or illness during the Event.

I grant full permission to the Event organizers, any beneficiaries, or sponsors and their representatives, successors, officers, agents and assigns to use any photographs, videotapes, motion pictures, recordings, or any other record of the Event for any legitimate purpose.

I understand that if for any reason the Event cannot be held as scheduled due to any circumstances, with the exception of low attendance, the event Organizers are not liable to refund any portion of the Registration Fee. I also understand that it is my responsibility to make full payment of the Registration Fee, even if I do not participate in the Event.

I have read this Release and Waiver and fully understand its terms. I 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. This Release and Waiver shall remain binding upon all successors in interest and personal representatives of the contracting parties to the extent permitted by law.

I certify that I am at least 21 years of age at the time of this signing and am fully capable of entering into this agreement as set above. I am also aware that I will be asked to confirm my understanding of this agreement on the day of the Event by signing another copy of this Waiver and Release, and failure to do so will disqualify me from participating in this Event without any refund.

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Printed Name of Participant

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Signature of Participant

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Date