



## RELEASE and WAIVER

This is a General Release of All Claims, an Agreement Not to Sue, an Assumption of Risk, and an Indemnification Agreement ("Release") in favor of MIDWEST CYCLOTOURING, LLC., a Missouri Limited Liability Company, its employees, agents, volunteers, independent contractors, suppliers, officers, contributors, organizers, any promoting organizations, property owners, law enforcement agencies, all public entities, special districts, properties and their respective agents, officials and employees, and all others who are involved (collectively, the "Released Parties" or, individually, a "Released Party") with respect to a bicycle touring ride, including swimming and boating, and other forms of participation, and activities related thereto, which will occur during **June 13-20, 2015** (the "Event").

**I ACKNOWLEDGE AND AGREE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING THE RELEASED PARTIES FROM LIABILITY, WAIVING LEGAL RIGHTS I MIGHT OTHERWISE HAVE, AND ENTERING INTO CERTAIN OBLIGATIONS, AS SET FORTH HEREIN. THIS RELEASE IS A BINDING CONTRACT WITH SIGNIFICANT LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY AND TO OBTAIN LEGAL COUNSEL IF NECESSARY BEFORE SIGNING. I AGREE THAT I HAVE BEEN GIVEN SUFFICIENT TIME TO READ AND UNDERSTAND THIS WAIVER BEFORE SIGNING.**

In consideration of the acceptance of my registration for and attendance at the Event, I hereby freely agree to and do hereby make the representations, covenants, waivers, indemnities and agreements set forth herein.

I fully realize and acknowledge the hazardous nature and dangers of cycling and of participating in an organized bicycle ride such as the Event. **I FULLY ASSUME THE RISK OF INJURY, SICKNESS, DAMAGE, LOSS OR DEATH ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation, the following: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from road conditions, safety hazards, equipment failure, inadequate safety equipment, **THE RELEASED PARTIES' ORDINARY NEGLIGENCE**, heat, humidity, and other weather conditions, including severe storms, tornadoes, lightning, and other weather emergencies; and the possibility of serious physical and/or mental trauma or injury or illness. I understand that while participating in the Event I will be riding my bicycle on public roads which will be open to regular vehicular traffic, and I will be exposed to the hazards involved with sharing the road with such traffic. I will also be sharing the road with many other bicyclists, some of whom may be inexperienced, and understand that this adds a further element of danger. I also acknowledge that I may be exposed to significant risks while engaged in other voluntary activities related to the Event including, without limitation, outdoor camping, dining, swimming, shuttle and ferry transportation. For myself, my spouse, heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "successors"), **I HEREBY AND FOREVER WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, PROMISE NOT TO SUE AND AGREE TO INDEMNIFY AND DEFEND THE RELEASED PARTIES FROM ANY AND ALL rights, causes of actions, disputes, liabilities and claims, INCLUDING CLAIMS ARISING FROM THE RELEASED PARTIES' ORDINARY NEGLIGENCE**, which I have or which may hereafter accrue to me, together with any and all damages, including but not limited to my property or my person, which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the Event or any activities incidental thereto wherever or however the same may occur, including travel to or return from the Event.

I agree it is my sole responsibility to be familiar with and follow the Event route, and to know and abide by all laws and rules as they apply to bicycles, MIDWEST CYCLOTOURING, LLC rules, and any special regulations for the Event. I understand and agree that situations may arise during the Event which may be beyond the immediate control of the RELEASED PARTIES, and I must continually ride so as to neither endanger myself or others. I accept responsibility for the condition of my equipment and certify that I am familiar with its proper use. I understand and agree that I am solely responsible for the safety and loss or theft of my bicycle, luggage, and equipment. I will at all times while riding wear a CPSC, ANSI, SNELL, or ASTM approved helmet that will protect against serious head injury, and assume all responsibility and liability for the selection and proper wearing of such a helmet. I certify that I have no physical or mental condition which, to my knowledge, would endanger myself or others if I participate in this Event, or would interfere with my ability to participate in this Event. I am aware that medical support for this Event will be provided by volunteer and other personnel who may be called upon, but are in no event obligated or required, to provide assistance, including first aid, to me during the Event. I consent and authorize any such volunteer to

assist me or to perform such assistance as, in the opinion of such persons may be necessary or appropriate. I understand further that any such medical or other service provided to me is not an admission of liability to provide or to continue to provide any such services and is not a waiver by any of said parties' or the Released Parties' rights under this Release.

I understand that MIDWEST CYCLOTOURING, LLC does not provide medical insurance for me and that I am solely responsible for any medical expenses incurred on my behalf.

I grant absolute permission to MIDWEST CYCLOTOURING, LLC to use any and all photographs, video or audio recordings or other like kinds of reproductions in which I may appear taken during the Event, for publicity or any other purpose at the sole discretion of MIDWEST CYCLOTOURING, LLC, and to list information about me on the MIDWEST CYCLOTOURING, LLC website(s) and social media accounts.

I understand the Event routes are public roads shared with motor vehicles; however, to reduce congestion, I agree that motor vehicles associated with me, my family and friends, shall avoid the Event route. I agree that violation of this provision will void my parking and camping privileges and will terminate my further participation in the Event. MIDWEST CYCLOTOURING, LLC reserves the right to refuse entrance to or continued participation in the Event to anyone due to a violation of MIDWEST CYCLOTOURING, LLC rules.

I agree, for myself and my successors, that the above representations, agreements, covenants, waivers and indemnities are contractually binding, and are not mere recitals, and that should I or my successors assert any claim in contravention of this Release, the asserting party shall be liable for the expenses (including legal fees, through all level of appeals) incurred by the other party or parties in defending such claim, unless the other party or parties are finally adjudged liable on such claims as a result of gross negligence or willful misconduct. This Release may not be modified orally, and a waiver of, or failure to assert or enforce, any provision hereof shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or as a consent to any subsequent waiver or modification. I further agree that if, in breach of this Release, I institute any judicial proceedings or any claims against any of the Released Parties in connection with the Event, I shall bring them in the Courts of Scott County, Missouri or in the United States District Court for the Eastern District of Missouri, located in St. Louis, MO and I consent to personal jurisdiction in those courts.

I agree that this Release is intended to be as broad and inclusive as permitted by law, and that if any portion hereof is held invalid, it is agreed that the balance shall, not withstanding, continue in full legal force and effect.

I am over the age of majority, suffer from no legal disabilities and am otherwise competent. If indicated below, I am the parent or legal guardian of the below named participant under 18 years of age (the "Child"); if signing this Release as a parent or guardian of the Child, I have reviewed the activities described above and the conditions of participation with the Child, and the Child wants to participate in the event. I consent to the Child's participation in the Event and the Child and I are willing to assume the risks inherent in the Event. I agree that the Child must be accompanied by an adult on the ride and supervised by an adult at all times during the event. I agree **THE TERMS HEREOF SHALL LIKEWISE BIND ME AND MY SUCCESSORS. I PROMISE NOT TO SUE MIDWEST CYCLOTOURING, LLC** or any Released Party or Parties on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the Event.

I understand and agree that MIDWEST CYCLOTOURING, LLC reserves the unconditional right to make changes in the tour route at any time prior to the start of or during the tour due to changes in the weather, river, road, or other conditions that would prevent the safe and/or efficient operation of the tour.

**I UNDERSTAND AND AGREE THAT THERE WILL BE NO REFUNDS FOR ANY REASON AFTER APRIL 15, 2015.**

**I HAVE READ AND I UNDERSTAND THIS RELEASE. I VOLUNTARILY AND KNOWINGLY SIGN IT. I UNDERSTAND THAT MY EXECUTION HEREOF IS A MATERIAL INDUCEMENT TO MIDWEST CYCLOTOURING, LLC TO ALLOW ME TO PARTICIPATE IN THE EVENT.**

Signature of Participant: \_\_\_\_\_

Date \_\_\_\_\_ Type/Print: \_\_\_\_\_

Check one: [ ] adult [ ] Under 18 years of age-(if so, complete below)

**CONSENT AND RELEASE OF PARENT OR GUARDIAN (required if participant is less than 18 years of age on date of signing this release). Participants under 18 must have an adult accompanying them on the ride.**

Signature of Parent or Guardian: \_\_\_\_\_

Date: \_\_\_\_\_ Type/Print: \_\_\_\_\_

Name of Accompanying/Supervising Adult (Type/Print): \_\_\_\_\_

Relationship of Accompanying Adult \_\_\_\_\_