

EVENT WAIVER FORM: AEOLIAN RIDE - BICYCLE RIDE

PARTICIPANT'S NAME: _____ **M.I.** ____ **LAST NAME:** _____

DOB: _____ **EMERGENCY PHONE NUMBER:** _____

PLEASE READ CAREFULLY BEFORE SIGNING

In consideration of my or my child's participation in the Aeolian Ride I fully realize the dangers of participating in a bicycle event and fully assume the risks associated with such participation including by way of example: the dangers of collision with pedestrians, vehicles, other participants and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with the Aeolian Ride.

I hereby waive, release and discharge for myself or my child, my or my child's heirs, executors, administrators, legal representative, assigns, and successors in interest (hereinafter collectively "successors") any and all rights which we have or which may hereafter accrue to me against the sponsor of this event, and any promoting organization(s), property owners, law enforcement agencies, all public entities, special districts, and properties (and their respective agents, officials, and employees), through or by which the events will be held for any and all damages which may be sustained by me directly or indirectly in connection with the event, or travel to or return from the event.

I agree it is my sole responsibility to abide by any rules and regulations of the event. I understand and agree that situations may arise during the event which may be beyond the immediate control of the event officials or organizers, and I must obey the safety rules so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my and my child's equipment. If my child is 14 or under they will wear a helmet which can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet. I declare that myself or my child are physically fit and have the skill level required to participate in this particular event. I further authorize medical treatment for myself or my child, at my cost, if the need arises. I agree, for myself or my child and my or my child's successors, that the above representations are contractually binding, and are not mere recitals, and that should my or my child's successors assert my claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally judged liable on such claim for willful and wanton negligence.

I further grant the released parties the right to photograph and/or videotape me or my child and further to use my or my child's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation or limitation. The released parties are, however, under no obligation to exercise said rights herein granted.

This agreement may not be modified orally, and a waiver of any provision 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 certify I am 18 years of age or older.

Participant, Parent or Guardian Signature: _____ **Date** _____

Please print Parent or Guardian name: _____