

DALMAC BICYCLE TOUR LIABILITY WAIVER AND MEDIA RELEASE

By indicating your acceptance, you understand, agree, warrant and covenant as follows:

Authority to Register and/or to Act as Agent. I represent and warrant that I have full legal authority to complete the event registration on behalf of myself and/or any party I am registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged.

If I am registering a child under the age of 18 or an incapacitated adult I represent and warrant that I am the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf. By registering a child under 13, I agree and consent to the collection of that child's information which I provided for the purposes of registration. By proceeding with this event registration, I agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties.

Statement of Risks: I, the undersigned, acknowledge the risks of participating in the DALMAC Bike Tour. These risks include, but are not limited to, bodily injury or death to myself or others and exposure to legal liability for bodily injury to other persons or for damage to the moving objects; the negligence of myself, other riders, sponsors, promoters, motor vehicle operators, pedestrians, spectators or other inadequate safety equipment, precautions or arrangements and weather conditions, among other risks, hazards and causes.

Acknowledgements, Representations and Warranties: I, the undersigned, acknowledge that I am solely responsible for identifying and evaluating the risks of participating in the DALMAC Bicycle Tour. I further acknowledge that the foregoing Statement of Risks is strictly by example. It is not intended to be, and is not, a full or comprehensive enumeration and explanation of risks. I have not relied upon the Statement of Risks to assess my exposures to bodily injury, property damage or legal liability. To the contrary, I represent and warrant that I have independently and fully investigated, and informed myself of, the risks of participation in the DALMAC Bicycle Tour and of my obligations in connection with it. To the extent that my knowledge or assessment of the risks and obligations of participation are inaccurate or incomplete, it is because the investigation for which I am solely responsible was insufficient.

I further acknowledge that the DALMAC Bike Tour requires physical conditioning for which I alone am responsible. I represent and warrant that I am in physical condition appropriate to the DALMAC Bike Tour and that I have no physical or mental conditions that would endanger myself or others. I finally represent and warrant that my bicycle is in good mechanical condition and is appropriate to the DALMAC Bicycle Tour.

Acceptance of Rules and Conditions: I acknowledge and agree to abide by the rules and conditions of participation promulgated by the Tri-County Bicycle Association including, but not limited to, those relating to the wearing of a helmet and a DALMAC issued identification band.

Acceptance of Risk, Release, and Hold Harmless: In consideration of being permitted to participate in the DALMAC Bicycle Tour, and for myself, any spouse, child or other dependent, personal representative or other person who may make a claim in my name or on my behalf (the Releasers):

- a. I hereby assume all and every risk involved in or arising from the event and/or my participation therein;
- b. I hereby release, acquit and forever discharge from all and every claim for bodily injury, property damage, contribution and/or legal liability of any kind or nature whatsoever, the Tri-County Bicycle Association, any sponsor or promoter of the DALMAC Bicycle Tour, all affiliated organizations and the principals, officers, employees or other agents of any of them (the Releasees); and,

c. I hereby agree to defend, indemnify and hold harmless the Releasees from and against any and all claims, demands, causes of action, suits, damages, settlements, costs or expenses (including reasonable attorneys' fees) arising from or as an alleged result of my negligence or other acts or omissions in connection with the DALMAC Bicycle Tour.

I acknowledge and declare that it is my intention as Releasor, and the intention of the Releasees, that no person, natural or legal, have a claim against any Releasee for any bodily injury, property damage or legal liability which I may sustain, cause or incur and/or which may arise from my participation in the DALMAC Bicycle Tour.

I hereby waive any right to inspect or approve the collection and use of my likeness or the likeness of individuals covered by this release captured through photographs or any other media-based matter (digital or otherwise) now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the image.

I understand that said images and/or voice recordings may be used for educational, advertising, promotional purposes or in any other public forum and in all conventional and electronic media, including but not limited to the Internet, and any future media. I also authorize the use of any printed material in connection therewith.

I understand and agree that these images and recordings may be duplicated, distributed with or without charge, and/or altered in any form or manner without future or further compensation or liability, in perpetuity.

No Benefit to Third Parties: No person, natural or legal, other than the designated Releasees, is or shall be released from liability to me or to other Releasors in the event that I sustain any bodily injury, including death, or property damage, or that I incur any legal liability for health care, rehabilitation expense and the like. In executing this registration, I do not waive, compromise or otherwise impair any right or claim that I may have under law, contract or otherwise for benefits or insurance coverages of any kind.

Modifications: No provision of this registration may be modified or waived by or for any person.

Severability: To the extent that any provision of this registration may be held unenforceable for any reason, the balance shall remain in full force and effect.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.