



2017 Steve Hartt San Pedro to San Diego Ride Release Form

Event date: 7/29/17 First Name: _____ Last Name: _____

Email: _____ Cell: _____

Address: _____ City: _____ State: _____ Zip: _____

Emergency Contact: _____ Emergency Phone: _____

RELEASE: IN CONSIDERATION OF THIS ENTRY, I waive any and all claims for myself and my heirs against race officials, bike shops, medical personnel, and volunteers for injury or illness that may directly or indirectly result from my participation in this event. I further state that I am in proper physical condition to participate in the ride. Further, I hereby grant my permission to be photographed by legitimate sources for the purpose of promotions, news and information.

I acknowledge that cycling is an inherently dangerous sport and fully realize the dangers of participating in a bicycle race and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation, the following: the dangers of collision with pedestrians, vehicles, other racers, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, **THE RELEASEES' OWN NEGLIGENCE**, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with athletic cycling competition. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors, in interest (collectively "successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees and the sponsors of this event, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deemed to be releasees), **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE**, which I have or which may hereafter accrue to me and from any and all damages 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 travel to or return from the event. I agree it is my sole responsibility to be familiar with the race course, the releasees's rules, and any special regulations for the event. I understand and agree that situations may arise during the race which may be beyond the control of the race officials or organizers, and I must continually ride so as to neither endanger myself or others. I accept the responsibility for the condition and adequacy of my competitive equipment. I will compete wearing a helmet which satisfies the requirement of the releasees racing rules or regulations and that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet. I have no physical or medical 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 understand that drug testing may be conducted for athletes registered for this event and that the use of blood boosting or substances prohibited by releasee's rules would make me subject to penalties including, but not limited to, disqualification and suspension. I agree to be subject to a drug testing if selected, and its penalties if I fail to comply with the testing or am found positive for the use of a banned substance. I agree, for myself and my successors, that the above representatives are contractually binding, and are not mere recitals, and that should I or my successors assert y claim in contravention of this agreement, the asserting party 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 a claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be constructed, as a modification of any other provision herein or as consent to any waiver or modification. Every term and provision of this agreement is intended to be severable. If anyone or more is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable

Signature of Entrant: _____ Age: _____ Date: _____

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of _____ (Child). My Child is fit for the event, and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKewise BIND ME, MY CHILD,** and our heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable legal fees or costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in the event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the event.

Signature of Parent or Guardian: _____ Date: _____