

TEAM EVERGREEN CYCLING ACCIDENT WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION of being permitted to participate in any way in a Team Evergreen event and all other activities (collectively, "Activities") sponsored by Team Evergreen Cycling, Inc ("Club"), I acknowledge that these Activities are an extreme test of a person's physical and mental limits, and I voluntarily assume all risks of all loss, damage or injury occurring in connection with such Activities. I fully understand that my participation carries with it the potential for death, serious injury, and property loss. The risks include but are not limited to, those caused by terrain, facilities, temperature, weather, conditions of athletes, equipment, vehicular traffic, lack of hydration, actions of other people including but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event. These risks affect not only athletes, but also volunteers. I hereby assume all of the risks of participating and/or volunteering in these Activities. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being release, or from dangerous or defective equipment or property owned, maintained or controlled by them.

I certify that I am physically fit, have sufficiently trained for participation in these Activities and have not been advised otherwise by a qualified medical person. I acknowledge that this Accident Waiver and Release of Liability form ("Waiver and Release") will be used by the event holders, sponsors and organizers in which I may participate and that it will govern my actions and responsibilities at said Activities.

In consideration of my application and permitting me to participate in these Activities, I hereby take action for myself, my executors, administrators, next of kin, successors, and assigns as follows: (A) WAIVE, RELEASE and DISCHARGE from any and all liability, claims, demands, actions or rights of action, which are related to my death, disability, personal injury, property damage, property theft of actions of any kind which may hereafter accrue to me which are related to or are in any way connected with participation in all Club Activities (including, without limitation, the Triple Bypass) or result from my traveling to or from these Activities, THE FOLLOWING ENTITIES OR PERSONS: Team Evergreen Bicycle Club, Inc. and its directors, officers, employees, volunteers, representatives, agents, contractors, the event holders, event sponsors, event directors, event volunteers and their successors, assigns and insurers; and (B) INDEMNIFY AND HOLD HARMLESS the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during these Activities. I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT AND THAT BY SIGNING IT I AM GIVING UP MY RIGHT TO SUE OR OTHERWISE MAKE A CLAIM against the Club and other entities and persons mentioned in this paragraph.

I intend this Waiver and Release to be effective whether or not any loss, damage, injury or death RESULTS FROM NEGLIGENCE of the Club or any of its directors, officers, employees, volunteers, representative, agents, contractors, the event holders, event sponsors, event directors, event volunteers and their successors, assigns and insurers. I understand that negligence means a failure to do an act which a reasonably careful person would do, or the doing of an act which a reasonably

Careful person would not do, under the same or similar circumstances to protect himself, herself or others from injury or death.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during this event. In the event of accident and/or injury I further consent to the release of any and all transport, treatment and/or medical information to the Club relating there to.

I understand that at these Activities or related events, I may be photographed. I agree to allow my photo, video, film likeness and email address to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and/or assignees.

I agree to wear an ANSI or SNELL approved helmet and to ride in accordance with all applicable laws. I agree to the posted closing times of the aid stations along the route and understand after the closing times the event ride support will cease.

This Waiver and Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I hereby certify that I have read this document by entering my initials into this form and understand its content.

Printed Name

Signature

*Team Evergreen Cycling
P.O. Box 3804
Evergreen, CO 80437-3804*