



WAIVER

WARNING: Read carefully. This agreement includes a release of liability and waiver of legal rights and deprives you of the right to sue those parties noted herein. Do not sign this agreement unless you have read it in its entirety.

In consideration of allowing me to participate in 9/11 Promise Bike I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this waiver and release of liability, assumption of risk and indemnity agreement:

I understand and acknowledge the physical and mental rigors associated with participating in a race, running, walking and other related activities and events, and realize that running and other portions of such events are inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand that participation in any portion of the event involves risks and dangers which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the charities and event organizers; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the event, or the acts, inaction or negligence of the released parties defined below, and I hereby expressly assume all such risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the event, and RELEASE the charity, event organizers and its agents and representatives for any and all liability arising out of my participating in this event.

I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the event, and by my signature, I certify that I am medically able to perform this event, and am in good health, and I am properly trained. I and have not been advised otherwise by qualified medical personnel. I agree to abide by any decision of a organizers relative to any aspect of my participation in this event, including the right of any official to deny or suspend my participation for any reason whatsoever.

I attest that I have read the event participant outline and agree to abide by them. I accept sole responsibility for my own conduct and actions while participating in the event. I understand that bicycles, skateboards, baby joggers, roller skates or roller blades, and animals are not allowed in the race and I will abide by all event guidelines.

Having read this waiver and knowing these facts and in consideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, waive and release 9/11 Promise Run, Inc., its' staff and Board Members, all event sponsors, their representatives and successors, from all claims or liabilities of any kind arising out of my participation in this event, even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver. I grant permission to all of the foregoing to use my photographs, motion pictures, recordings or any other record of this event for any legitimate purpose.

Name: _____ Signature: _____ Date: _____

Parent's Name (if under 18:) _____ Signature: _____ Date: _____



Assumption of Risk, Release of Liability, Covenant Not to Sue and Indemnity Agreement

In consideration of USA Cycling ("USAC") allowing me to participate in any USA Cycling sanctioned event or series and all activities related to or connected with any event or series, including travel to and from (collectively the "Event"), whether through the issuance of an annual or one-day membership, and whether as a rider, official, coach, mechanic, volunteer, spectator, or otherwise, I, for myself, my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree as follows:

1. **Assumption of Risk.** I am aware that cycling involves inherent risks, including but not limited to those associated with man-made and natural jumps; collision with pedestrians, vehicles, other participants, animals, and fixed or moving objects; imperfect course conditions; surface hazards, including pot holes; equipment failure; inadequate safety equipment; use of equipment or materials provided by the Event organizer and others; and weather conditions. I fully understand that participating in the Event is an extreme test of a person's physical and mental limits and may involve the risk of serious injury or death, economic loss, property damage or loss that may result from my own actions, inactions or negligence, and also from the actions, inactions or negligence of others. I understand and voluntarily assume these risks.
2. **Release of Liability.** I hereby forever release, waive, and discharge USAC, USA Cycling Development Foundation, and each of their respective officers, directors, agents, employees, volunteers, independent contractors, members, clubs, officials, event directors, local associations, and affiliates as well as the Union Cycliste Internationale ("UCI"), sponsors, organizers, property owners, law enforcement agencies, and public entities, that are connected with the Event, and each of their respective officers, agents, employees, and volunteers (collectively, "Releasees") from any and all claims that may arise out of or are related to my participation in the Event, including claims arising from the ordinary negligence of Releasees.
3. **Covenant Not to Sue and Indemnity Agreement.** I will not make any claim against Releasees for injury, damage, death or any other loss arising from or related to my participation in the Event. I understand that if I attempt to sue Releasees in violation of this agreement, Releasees may seek to recover all of their costs, including legal fees. I agree to indemnify, hold harmless, and defend Releasees from and against any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by me or any other person in any way connected to, related to, or arising out of my participation in the Event.
4. **Health.** I represent that I am in good health and proper physical condition to safely participate in the Event. I acknowledge that it is my sole responsibility to make such determination and that I am responsible for my own well-being at all times while participating in the Event.
5. **Rules; Regulations; Equipment.** I agree to be familiar with and abide by the rules and regulations established for an Event, including competitive rules adopted by USAC, and any special regulations for the Event. I agree to be familiar with the Event course. I agree to ride and participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment and any equipment provided for my use. I will wear a helmet that complies with USAC rules and regulations and I assume all responsibility for the selection of such a helmet.
6. **Anti-doping.** I acknowledge that UCI Anti-Doping Rules and U.S. Anti-Doping Agency ("USADA") Protocol apply to me and that I must comply with those rules. I agree to submit to drug testing and understand that the use of methods or substances prohibited by the applicable anti-doping rules would make me subject to penalties up to disqualification and suspension. I agree to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of the UCI and/or my national federation, if referred by USADA.
7. **Governing Law; Jurisdiction; Severability.** This agreement shall be governed by the laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the state of Colorado or any other jurisdiction). Any legal suit, action, or proceeding arising out of or relating to this agreement shall be instituted in courts of the State of Colorado located in Colorado Springs and El Paso County. If any provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement or invalidate or render unenforceable any other provision in any other jurisdiction.

I have carefully read the foregoing and fully understand its terms. I attest that I am 18 years of age or older (19 if in Alabama). I understand that I am giving up substantial rights, including my right to sue Releasees for injuries resulting from the inherent risks of cycling and the ordinary negligence of Releasees. I acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent permitted by law.

Printed Name of Participant

Signature of Participant

Date

Category/Distance/Course Entered

Date of Birth

Age

License # (if applicable)

PARENTAL / LEGAL GUARDIAN CONSENT

I attest that I am the parent or legal guardian of the minor participant named above. I have carefully read the foregoing and agree to all of the terms.

Printed Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Date