

American Cancer Society - Bike Ride Across Chickasaw County

AGREEMENT, WAIVER & RELEASE OF LIABILITY -

EACH ENTRANT MUST SIGN AN INDIVIDUAL WAIVER. FAXED WAIVERS WILL NOT BE ACCEPTED. This form may be photocopied; however, faxed signed waivers will not be accepted.

I, the undersigned, know and understand that ACSBRACC involve potentially hazardous or dangerous activities and conditions. I attend ACSBRACC out of my own free will and choice. In choosing to attend ACSBRACC, I fully accept and assume all risks, whether before, during or after ACSBRACC. These include, without limitation, physical injury, mental injury, emotional distress, trauma, sickness, illness, death, contact with other participants, equipment failure, inadequate safety equipment, the effects of weather including extreme temperature or conditions, traffic, contact with motor vehicles of all types and descriptions, collision with other riders or fixed objects, the conditions of and/or design and other defects in the road and facilities, negligence of others, including those along the route. I am aware that the risk of injury or death is always present in biking and ACSBRACC's attendant events and that this risk cannot be eliminated by ACSBRACC organizers, sponsors, and the government and private entities that host or assist in the ACSBRACC event. I know and accept that biking and road accidents may result from the failure for any reason (including negligence) of ACSBRACC organizers, sponsors, and the government and private entities that host or assist in the ACSBRACC event to correctly determine the conditions and safety of the road, surface, route or weather or to predict where or when an accident might occur. All risks are known appreciated and assumed by me and I waive any and all specific notice of the existence of them and further waive the obligation, if any, that any other person or entity has to advise or warn me of them. I assume liability for and agree to pay my own medical and emergency expenses in the event of injury, illness, or other incapacity regardless of whether I authorized such expenses. I authorize the use and release of personal and medical information in connection with any medical services provided to me.

I realize that ACSBRACC event requires physical conditioning. I represent that I am in sound medical condition capable of participating in the ACSBRACC event without risk to others or myself. I have no medical impediment that would endanger others or me. I understand that a situation may arise during ACSBRACC event that may be beyond the control of the sponsors, promoters, organizers, government and private entities that host or assist in the ACSBRACC event or others, or may arise from negligence by them, and accept and assume all risks of participation and/or attendance. I will be solely responsible for the condition and adequacy of my bicycle, safety gear and equipment. I will ride safely within the limits of my own abilities, my equipment and the riding conditions and in a manner that does not endanger others or me.

Knowing these facts and in consideration of my entry acceptance, admission to and/or participation in ACSBRACC, I for myself, spouse, children, heirs, next of kin, assigns and anyone acting on my behalf, release, waive, discharge, covenant not to sue and agree to hold ACSBRACC sponsors and participating clubs, communities and organizations; ACSBRACC officials, emergency and support personnel, volunteers and their representatives; persons and entities that provide event recommendations, advice or services relating to matters such as route selection, design or maintenance, risk management, safety and first aid; all property owners, law enforcement agencies and governmental or public entities, including without limitation the State of Iowa, its counties, cities and special districts; and the officers, directors, employees, representatives, agents, and successors of all of the above, harmless from any and all claims, demands and actions of any and every kind I have, may have or may hereafter accrue against the released parties directly or indirectly arising out of or relating in any respect to my attending or participating in ACSBRACC. My waiver and release of all claims, demands, actions and liabilities shall include without limitation, any personal injury, accident, illness or death and any property damage or loss that may be: (a) caused by any act, or failure to act, by the above-identified persons and entities, including without limitation, their negligence, errors, omissions, failure to enforce rules, and conditions of the routes and/or event premises, and/or (b) sustained by me before, during or after ACSBRACC. I acknowledge that I am signing this agreement freely and voluntarily, and intend by my signature for this to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further acknowledge that no representations, promises, statements or inducements have been made to me other than as set forth in this document. I will abide by all ACSBRACC rules and regulations. I understand that the American Cancer Society, and its licensees may use my name, address, photograph, voice and/or likeness in promotional or advertising materials of or. I consent to such uses and waive any rights of privacy or publicity I may have in connection with those uses. I also waive any privacy rights that may result from disclosure of information about me, including without limitation, in connection with provision of any medical services by ACSBRACC sponsors and organizations. I further agree to indemnify and hold the parties released above harmless from any and all losses, damages, injuries, claims and expenses, including attorneys' fees, arising from or relating in any respect to my attendance and/or participation in ACSBRACC and/or its related events or my breach of this agreement. If I am a minor, my parent or guardian also is signing on my behalf. We both agree to be bound by the terms of this agreement, waiver and release. I also waive all spousal claims relating to ACSBRACC, if any, that I hold or that may arise through me.

If special arrangements are required for individuals with disabilities to complete and submit this form or if translation to another language is required, please contact Cresco Bicycles at 225 N Elm St, Cresco, Iowa 52136 no later than August 5, 2013. The ACSBRACC Committee will take those steps reasonably available to accommodate your request.

I (the previously-named entrant on the Individual Entry Form) HAVE READ THIS AGREEMENT, WAIVER AND RELEASE, UNDERSTAND IT AND VOLUNTARILY AGREE TO AND ACCEPT IT'S TERMS. I UNDERSTAND I AM GIVING UP SUBSTANTIAL RIGHTS. (SUBMIT SIGNED ORIGINAL; FAXED OR PHOTOCOPIED SIGNATURE WILL NOT BE ACCEPTED.)

Printed Name

Date Signed

Signature of Participant or Signature of Parent If Participant Is Under 18