

# TOUR DE FAT

## ACCIDENT WAIVER AND RELEASE OF LIABILITY

I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and 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, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletes, but are also present for volunteers. I hereby assume any and all of the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person that I can't compete/race. I acknowledge that this Tour de Fat Accident Waiver and Release of Liability form will be used by the event holder, sponsors, and organizers in events in which I may participate and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event, I hereby agree for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: A) I waive, and release and discharge the following entities and persons from, any and all present and future claims and liability, including negligence, for death, disability, personal injury, property damage, property theft or actions of any kind arising from my participation in the Tour de Fat event, related activities, and/or my traveling to and from this event: The Tour de Fat and its offices, as well as their directors, officers, employees, volunteers, representatives, and agents, participating non-profit organizations, the event holders, event sponsors, event directors, event volunteers, and event officials; B) I indemnify and hold harmless the entities and persons mentioned in paragraph A above from any and all liabilities or claims made by other individuals or entities as a result of my or any actions during this event.

- I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during this event. I understand that the activities that I am participating in may be conducted at sites that are remote from available medical assistance and nonetheless agree to proceed with such participation in spite of the possible absence of medical assistance.
- I am aware that this event is not an event permitted by USA Cycling and that USA Cycling insurance does not apply.
- I understand that at this event or related activities I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and/or their assigns.
- If I am signing this form as guardian for a minor, I take all of the above actions on behalf of such minor.

This Tour de Fat Accident Waiver and Release of Liability 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 and I understand its contents.

I fully understand that by signing this form, I am giving up legal rights and/or remedies that may be available to me.

\_\_\_\_\_  
Participant's signature & Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal guardian's signature if participant is under 18

\_\_\_\_\_  
Date

\_\_\_\_\_  
E- Mail Address  
DE 7068346 v2

\_\_\_\_\_  
Emergency Contact