



Participant Waiver and Release

I understand that by registering electronically, I accept and agree to the waiver and release agreement presented in the online registration and that this document includes a release of liability and waiver of legal rights that deprive me of the right to sue certain parties. By agreeing electronically, I acknowledge that I have read and understand the release agreement presented to me as part of the online registration process.

In consideration of being permitted to participate in any way in any activities related to the FREEDOM TOUR CLASSIC (the "EVENT") I hereby agree to this Waiver and Release for myself, my personal representatives, assigns, heirs, successors, executors, administrators, and next of kin:

I acknowledge, agree, and represent that I understand the strenuous and potentially hazardous nature of bicycling activities. I certify as a material condition to my being permitted to enter this EVENT that I am physically fit and sufficiently trained for the completion of this EVENT and that a licensed Medical Doctor has verified my physical condition.

I further acknowledge that the EVENT will be conducted over public roads and facilities open to the public during the EVENT and upon which the hazards of traveling are to be expected. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the EVENT. I also agree to abide by any decision of the EVENT organizers, volunteers, and representatives regarding my ability to safely complete and participate in the EVENT.

I fully understand that:

- Bicycling activities involve risks and dangers. I acknowledge that such risks and dangers include, but are not limited to death, illness, serious bodily injury, and property loss ("Risks").
- These Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others whether participating in the EVENT or not, the condition in which the EVENT takes place, or the negligence of the "releasees" named below.
- I assume all Risks associated with participation in this EVENT including, but not limited to: 1) falls, contact with other participants, spectators, course personnel or objects, 2) contact with vehicles including but not limited to bicycles, automobiles, trucks 3) inclement weather, including extreme heat, extreme cold, rain, ice, wind, hail, and snow, 4) traffic, course conditions and markings, 5) contact with obstacles, including, but not limited to natural hazards (uneven terrain, ice, snow, freezing water, loose dirt and sand, rock falls, contact with poisonous plants and animals, lightning strikes, etc.) and man-made, water, road and surface hazards, 6) inadequate first aid and/or emergency measures.
- There may be other Risks and social and economic losses either not known to me or not readily foreseeable at this time, and I assume such risks and losses as well.

I fully accept and assume all such Risks and all responsibility for losses, costs, and damages I incur as a result of my participation or that of any minors under my care responsibility who participate in the EVENT.

I hereby release organizers of the EVENT, its sponsors, advertisers, partners and beneficiaries, its leaders, its employees, and volunteer staff, other participants, and, if applicable, owners and lessors of premises on which the EVENT takes place, (each considered one of the "Releasees" herein) from any liability whatsoever arising out of any injury, sickness, or damage, or loss of any kind, which may be sustained by me during the course of the EVENT.

I understand that the City of Fort Collins, Larimer County, City of Loveland, State of Colorado, Timberline Church, Project Rescue, the EVENT directors, volunteers, or anyone else involved with this EVENT assumes no responsibility or liability with respect to my participation in this EVENT. I agree, however, to abide by any decision of any EVENT official relative to my ability to safely complete the EVENT or participate in the EVENT.



I agree to carry a copy of my ID and insurance card during the Event in case medical intervention is required.

In the event of an illness, injury or medical emergency arising during the EVENT I hereby authorize and give my consent to the EVENT Director or properly appointed volunteer to secure from any accredited hospital, clinic and/or physician any treatment deemed necessary for my immediate care if I or my authorized healthcare representative are unable to do so. I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medications, treatment, and hospitalization.

I hereby indemnify and hold harmless all Releasees from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during the EVENT, including any litigation, expenses, attorney's fees, loss, liability, damage or cost which may occur as a result of any such claims.

I hereby release, discharge, and covenant not to sue any of the Releasees from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I understand that while I participate in any activities associated with the EVENT, I am responsible to abide by the rules set forth by the sponsoring organization, its leaders, and supervisory personnel. Any serious infraction of the rules and/or conduct by myself can result in dismissal from the EVENT. I, the undersigned, agree to assume the costs incurred as a result of such actions. I also agree to forfeit any possible refunds of entry fees or other payments made.

I agree to obey all traffic laws and cycling rules of the road. I further agree to demonstrate proper cycling etiquette when other riders are present. I agree not to wear headsets or ear buds during the Event.

I understand that Project Rescue is a 501(c)3 non-profit organization and contributions are tax-deductible with the exception of cash. I acknowledge that Project Rescue has complete discretion and control over use of all funds donated by me and others. Donations and payments are non-refundable and non-transferable.

I grant permission to all the foregoing to use my name, voice and images of myself in any photographs, motion pictures, results, publications or any other print, videographic or electronic recording of this event for legitimate purposes. I understand that these materials may be used for promotion of the EVENT, their partners and beneficiaries. I also release organizers of the EVENT, their partners and beneficiaries from any liability connected with the use of my picture or voice recordings as part of any promotional or fundraising program.

Having read this waiver and knowing these facts and in consideration of the acceptance of my entry, I, myself and anyone entitled to take action on my behalf do hereby release and discharge the City of Fort Collins, Larimer County, City of Loveland, State of Colorado, Timberline Church, Project Rescue, all EVENT coordinators, volunteers, sponsors, representatives, and employees of any of them, from any and all claims or liability 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 persons or entities named in this waiver. In consideration of you the acceptance of this entry, I, the participant, intend to be legally bound and do hereby waive and forever release any and all rights and claims for damages or injuries that I may have against the Event Director and all of their agents assisting with the EVENT, sponsors and their representatives, volunteers and employees for any and all injuries to me or my personal property. This release includes liability for any injuries and/or damages suffered by me before, during or after the EVENT which relate to Event participation. I recognize, intend and understand that this release shall be binding on my heirs, executors, administrators, or assignees.



The Information that I have given to organizers of the EVENT is accurate and true to the best of my knowledge. My signature below or electronic acceptance signifies my approval of all limitations listed above.

I certify that I am at least 18 years of age on the date hereof. I have carefully read this Waiver and Release of Liability, I fully understand its contents, and I sign of my own free will. I am aware that this is a waiver and release of liability and I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

I understand that there are NO REFUNDS of event registration fees. I further understand and agree that there will be no refund under any circumstances, including but not limited to injury, a scheduling conflict, Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), health pandemic, and/or event cancellation.

I HAVE CAREFULLY READ THIS WAIVER, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. If under 18, a parent or legal guardian signature is required.

The undersigned parent or legal guardian acknowledges that he/she is signing this Waiver on behalf of a Minor and that Minor shall be bound by all the terms of this Waiver. If, despite this Agreement, I, or anyone on the Minor's behalf, makes a claim for liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may be incurred as the result of such claim.

(Participant Name)

(Participant Signature)

(Date)