

WAIVER and RELEASE

#DontFeartheFinger (aka 1400miles) Community Ride 2017

IN CONSIDERATION OF #DontFeartheFinger (aka 1400miles), allowing me to participate in any event (the “Event: or “Events”) I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal 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 Agreements (the “Agreement”): 1. 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. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event. 2. I understand and acknowledge that physical and mental rigors associated with cycling for this event is inherently dangerous and represent an extreme test of a person’s physical and mental limits. I understand that this is not a race, nor intended to be a race event. I understand and agree that regardless, of any prizes offered, I will abide by all traffic laws, law enforcement officials and traffic and safety sign postings while participating in said event(s). I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss of damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles, or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions, including gravel, potholes, low water crossings, and cattle guards; water, road and surface hazards; equipment failure; inadequate safety measures, participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers (“Risks”). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions of 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. 3. I agree to be familiar with and abide by the Rules and Regulations established for the Event. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my 4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: #DontFeartheFinger (aka 1400miles), Rentsch Brewery, Holland Racing LLC, Davis Tucker and/or any of his businesses and any and all sponsors and supporters of #DontFeartheFinger (aka 1400miles), Advertisers, Host Cities, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies

and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (individually and Collectively, the “Released Parties” or “Event Organizers”), with respect to any liability, claim(s), demand(s), cause(s) or action, damage(s), loss or expense (including court costs and reasonable attorney’s fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which may be incurred as a result of such a claim. Through my participation in the event, I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by participating (including the right of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), my participation is acknowledgment that I have read and agreed to this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my participation to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Printed Name: _____

Signed by participant: _____

Date / /2017