

2016 Garrett County Gran Fondo Participant Release of Liability and Assumption of Risk Agreement

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In Consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.

2 . I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, changing weather conditions, risks from cycling on public roadways that are not closed, muscle or ligament damage, being hit by another participant, exposure, equipment failure including but not limited to brake, wheel, and tire failure, failure to stay on the route, challenging terrain, challenging road and trail surface conditions, potholes, being hit by motorized vehicle, cold and heat related illnesses, insect stings, and such other risks, hazards and dangers that are integral to recreational activities and/or use of equipment.

3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official or volunteer immediately.

4. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, social media, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE Garrett County Gran Fondo, Garrett Trails, Kyle Yost, Garrett College, and each of these entities officers, volunteers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

6. The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which the Garrett County Gran Fondo or its agents is a party shall be either the District

Court of Maryland or the Circuit Court of Maryland in Garrett County.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I ACCEPT THAT COMPLETING EVENT REGISTRATION ONLINE AND SELECTING "I AGREE" WITH INITIALS CONSTITUTES SIGNING THIS LIABILITY WAIVER DIGITALLY.

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION) This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.