

BIKE THE BEND

Participant Release of Liability, Waiver, Indemnification, and Consent to Medical Attention

I understand that bike riding and participating in physical fitness activities carry risks, some of which are significant. In exchange for my being allowed to participate in BIKE THE BEND (the "Activity") taking place in St. Joseph County, Indiana and sponsored by BIKE THE BEND, INC. ("SPONSOR"), I, and if I am not yet 18 years old, my parent(s) or legal guardian(s) (individually and collectively referred to below in the first person singular), agree to be bound by each of the following:

1. Voluntary Participation. I understand and confirm that my participation in the Activity is voluntary. I attest that I am physically fit, I have trained sufficiently for the Activity, and that my bike and other equipment is in safe condition. I do not have any medical record or history that could be aggravated by my participation in the Activity. I agree to wear an ANSI, CPSC, or SNELL approved helmet during the Activity, follow all safety rules and instructions for the Activity, and use care and caution in my participation. I acknowledge that the Activity will be held on streets, trails and paths that may not be restricted from vehicular, motorcycle, bicycle or other traffic. The Activity also includes all events, activities, and gatherings associated with the Bike the Bend bike ride including, but not limited to, packet pick-up and other registration events, pre-ride kick-off events, and post-ride celebration events.

2. Identification of Risks. I understand that my participation in the Activity may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability, paralysis, brain injury, illness, disease and death. I recognize that other serious risks include heat and over-exertion injuries (such as heat stroke, cardiac arrest, and respiratory arrest), dehydration, fractures, head injuries, broken bones, and joint dislocations. I understand that SPONSOR and its directors, officers, employees, agents, volunteers, successors, or assigns (collectively, "Representatives") may not be present during my participation in the Activity. There may be other risks not known and not reasonably foreseeable at this time. I understand that this Release of Liability and Waiver is intended to address all of the risks of any kind associated with my participation in any aspect of the Activity, including, particularly, such risks created by actions, inactions, or negligence on the part of Sponsor, Sponsor's Representatives, or Activity Supporters (as defined below), including, but not limited to, risks created by the following: (a) my physical limitations and/or discomfort; (b) the physical limitations and/or discomfort of others; (c) my lack of knowledge, or the lack of knowledge of others, about the proper or safest techniques for participating in the Activity; (d) travel to and from the site of the Activity; (e) use and/or condition of equipment or premises on which the Activity occurs; (f) lack or inadequacy of policies, rules, or regulations with respect to use of equipment or premises on which the Activity occurs; (g) the failure of Sponsor, Sponsor's Representatives, or Activity Supporters to foresee or protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of other persons; (h) the inadequacy or unavailability of medical facilities, treatment, and/or professionals; or (i) the lack or inadequacy of supervision by Sponsor, Sponsor's Representatives, or Activity Supporters. The Activity Supporters include the Activity organizers; Event Directors; Bike the Bend committees, Bike the Bend, Inc., The Georgina Joshi Foundation, Inc, City of South Bend; City of Mishawaka; St. Joseph County, Indiana; South Bend Parks and Recreation Dept, Mishawaka Parks and Recreation Dept, St. Joseph County, Indiana, its board members and employees; the Trustees of Indiana University, its Officers, Agents and Employees; Swing-Batter-Swing, LLC, South Bend Cubs, The Salvation Army, the Ray and Joan Kroc Corps Community Center and its staff, and Activity volunteers.

3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Activity. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Activity.

4. Release and Waiver. I release Sponsor, Sponsor's Representatives, and the Activity Supporters from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my participation in the Activity (a "Claim"), whether or not caused in whole or in part by the negligence or other misconduct of Sponsor, Sponsor's Representatives, or Activity Supporters.

5. Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) Sponsor, Sponsor's Representatives, and the Activity Supporters from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my participation in the Activity.

6. Permission for Use. I consent to the use of my name, photograph and likeness related to my participation in the Activity. I also consent to the use of my voice and any recorded, filmed or photographed footage of me in connection with the Activity, and I waive all rights to such media and any compensation for such use.

7. Binding Effect. This instrument shall be binding upon my relatives, personal representatives, members, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of the Sponsor, Sponsor's Representatives, and the Activity Supporters, and each of their respective directors, officers, employees, agents, volunteers, successors, and assigns.

8. Consent to Medical Treatment. I authorize the Sponsor, Sponsor's Representatives, and the Activity Supporters to provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services should I require such assistance, transportation, or services as a result of injury or damage related to any participation in the Activity. This consent does not impose a duty upon Sponsor, Sponsor's Representatives, or Activity Supporters to provide such assistance, transportation, or services.

9. Applicable Law. Because the Activity is located in the State of Indiana, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of Indiana. If any provision of this instrument is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions.

THIS IS A RELEASE OF LIABILITY AND WAIVER. I HAVE READ THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT, AND I HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT VOLUNTARILY.

Participant Name: _____

By signing below, I represent and agree that (i) I am the above-named Participant; (ii) I am at least 18 years of age; and (iii) I consent to be legally bound by this Release.

Signature (Participant – 18 years of age or older)

Date

If the person participating in the Activity is not yet 18 years old, both parents or the legal guardian(s) of the minor must sign below:

In exchange for my/our child or ward being allowed to participate in the Activity and as the parent(s) or legal guardian(s) of the above-named Participant, I/we verify that I/we fully understand, agree to, and accept all provisions of this Release of Liability, Waiver, Indemnification, and Consent, and I/we consent to be legally bound by this Release. I/we verify that we are the parents or legal guardians of the Participant, and that if only one signature appears below, I verify that I have full legal custody or am the sole legal guardian of the minor Participant.

Signature (Parent or Legal Guardian)

Printed Name (Parent or Legal Guardian)

Date

Signature (Parent or Legal Guardian)

Printed Name (Parent or Legal Guardian)

Date

*** Please return your signed Waiver at Packet Pick-up, by email to glenda@bikethebend.com, by FAX to 574-288-1997, or by U.S. Mail to Bike the Bend, 4201 Linden Avenue, South Bend, IN 46619 ***