

48th Annual Great Western Bicycle Rally

WAIVER AND RELEASE OF LIABILITY

The undersigned hereby acknowledge that participation in the Great Western Bicycle Rally ("Rally") may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. All participants of the Great Western 100 Century and Metric Century Ride, Velo de Femme are also participants of the "Rally". These risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, physical condition of Rally participants, lack of hydration, equipment, vehicular traffic, and actions of other people including, but not limited to, participants, volunteers, spectators, Rally officials, and/or producers of the Rally. These risks are not only inherent to participation in the Rally, but are also present for volunteers. The undersigned hereby assume all of the risks of participating and/or volunteering in the Rally and understand 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.

The undersigned certify that they are physically fit, have sufficiently trained for participation in the Rally and have not been advised otherwise by a qualified medical person.

The undersigned acknowledge that this Waiver and Release of Liability form will be used by the Rally and its organizers, and that it will govern the undersigned's actions and responsibilities while attending and participating in the Rally.

In consideration of the acceptance of the undersigned's application and permission to participate in the Rally, the undersigned for themselves, their executors, administrators, heirs, next of kin, successors, and assigns do hereby: (A) Waive, release and discharge from any and all liability for their death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to the undersigned, or their executors, administrators, heirs, next of kin, successors, and assigns, as a result of the undersigned's participation in, traveling to or traveling from the Rally, the following entities or persons: Great Western Bicycle Rally, Inc., the 16th District Agricultural Association, the City of Paso Robles, the State of California, Department of Transportation, and Federal, State & Local municipalities, and other governmental entities, churches, clubs, and campgrounds that be included in this event, their directors, officers, employees, volunteers, representatives, and agents, and Rally volunteers; (B) Indemnify and hold harmless the entities or persons listed in the Section (A) above from any and all liabilities or claims made by other individuals or entities as a result of any of the undersigned's actions during the Rally, (C) To the extent that any minor children accompany the undersigned at the Rally, indemnify and hold harmless the entities or persons listed in Section (A) above from any and all liabilities or claims resulting from the attendance at the Rally by such minors and to otherwise undertake all of the obligations of this Waiver and Release of Liability on behalf of such minor children.

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 agree to wear an ANSI, SNELL, or CPSC approved helmet at all times while riding during the event(s) and on the Paso Robles Event Center property, and to abide by rules, laws and regulations applicable during my participation in this event and while riding my bicycle.

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 assigns.

This Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law and if any portion of this agreement is determined to be unenforceable by a court of law all other sections shall remain in full force and effect.

The undersigned hereby certify that they have read this document and fully understand its content.

If I am a minor, my parent or guardian also is signing on my behalf and we both agree to be bound by the terms of this agreement, waiver and release. The undersigned parent or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER AND RELEASE, AND AGREE TO AND ACCEPT ITS TERMS, THAT IT FORMS A CONTRACT BETWEEN MYSELF AND THE GREAT WESTERN BICYCLE RALLY INC., AND SIGN OF MY OWN FREE WILL.

Printed Name: _____

Signature: _____

Date: _____

Signature of Parent: _____
(if under 18 years of age)

Date: _____