

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,  
AND INDEMNITY AGREEMENT (“AGREEMENT”)**

IN CONSIDERATION of being permitted to participate, in any way, in Broomfield Crossing Rotary’s Triple C Bike Ride on May 13 2017, including without limitation, pre-ride activities, post-ride activities and the ride itself, collectively, (“Bicycling Activities”) I, for myself, my personal representatives, assigns, heirs, administrators, and family members:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Bicycling Activities and that I am sufficiently fit, trained, qualified, in good health, and in proper physical condition to participate in the Bicycling Activities. I further acknowledge that the Triple C Bike Ride will be conducted over public roads and facilities open to the public at the time of the ride, and upon which hazards of traveling by bicycle expected and foreseeable. I further represent, agree and warrant that during the Triple C Bike Ride, I will (1) always wear a ANSI or SNELL approved helmet while riding, (2) carry personal identification at all times, (3) ride as far to the right as reasonably possible consistent with safety, (4) ride single file except to pass when possible, (5) obey all traffic laws, regulations, signs and lights, and (6) follow directions and instructions of the ride organizers, (7) if, at any time, I believe conditions to be unsafe or my physical condition so requires, I will immediately discontinue further participation in the Bicycling Activities.

2. FULLY UNDERSTAND that: (a) THE BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH; (b) the foregoing risks and dangers may be caused, in whole or in part by my own actions, or inactions, the actions or inactions of others participating in the Bicycling Activities, the conditions of whether, roads, traffic or other conditions in which the Bicycling Activities take place, or THE NEGLIGENCE OF THE OTHER PARTICIPANTS IN THE BICYCLING ACTIVITIES OR THE “RELEASEES” REFERENCED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time (all risks described in (a) through (c) being referred to collectively as the “RISKS”); and I FULLY UNDERSTAND, ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my assumption of such RISKS or participation in the Bicycling Activities.

3. HEREBY FOREVER RELEASE, DISCHARGE, AND COVENANT NOT TO SUE all organizers, volunteers, advertisers and sponsors supporting the Triple C Bike Ride, including without limitation, Infinitus Pie and its landlord, the Broomfield Crossing Rotary Club, and all of their respective administrators, directors, agents, officers, members, volunteers, and employees, (each considered one of the “RELEASEES” herein), 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 ANY OF THEM OR OTHERWISE, 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 Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE

RELEASEES from any litigation expenses, attorney fees, judgments, settlements, loss, liability, damage, or cost which any may incur as the result of such claim.

4. I hereby acknowledge that the Releasees have no obligation to provide medical care and have not undertaken the responsibility to do so. In the event that I receive medical care as a result of a medical emergency, I hereby consent to such care and fully release the person(s) providing such care from any and all liability, whether resulting from negligence or otherwise.

5. I hereby authorize and grant my consent to persons volunteering for, employed by or contracted by Infinitus Pie or the Broomfield Crossing Rotary Club, to record whether by videotape, film, newsprint, written advertisement, or otherwise, of any materials containing my name or picture and I release any sponsors and all persons acting under authority from any claims I might have due to initial or subsequent publication of any such materials or photographs.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT, COERSION OR ASSURANCE OF ANY KIND OR NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I FURTHER AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE BALANCE NOT HELD INVALID OR UNENFORCEABLE SHALL CONTINUE IN FULL FORCE AND EFFECT.

MINOR RELEASE

AND I, THE PARENT AND/OR LEGAL GUARDIAN OF THE MINOR NAMED BELOW, UNDERSTAND THE NATURE OF THE BICYCLING ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE SUFFICIENTLY FIT, SKILLED, QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY.

I HEREBY AGREE TO THE TERMS OF PARAGRAPHS (1) THROUGH (5) ABOVE ON BEHALF OF THE BELOW-NAMED MINOR WITH REPRESENTATION AND WARRANTY OF AUTHORITY TO DO SO .

Participant

|            |           |       |
|------------|-----------|-------|
| _____      | _____     | _____ |
| Print Name | Signature | Date  |

Minor

|            |                           |       |
|------------|---------------------------|-------|
| _____      | _____                     | _____ |
| Print Name | Parent/Guardian Signature | Date  |