

RELEASE OF LIABILITY AND WAIVER

Hard Hitter GO RIDE

May 26, 2018

Greenville, South Carolina

Name of Participant: _____ Date: _____

Address: _____ State: _____ Zip code: _____

Email: _____ Age: _____

Home Phone (____) _____ Cell Phone (____) _____

Occupation: _____ Employer: _____

Business Address: _____ City: _____

IN CASE OF EMERGENCY, NOTIFY:

Name: _____ Relationship: _____ Phone: (____) _____

Address: _____ City: _____ State _____ Zip code: _____

IN CONSIDERATION of being permitted to participate in the Green Beret Foundation's **Hard Hitter GO RIDE**, taking place on May 26, 2018 at the Carolina Triathlon, 123 Welborn St #102, Greenville, SC 29601, and to engage in a bicycle ride and related activities, hereinafter collectively referred to as "the Event", I HEREBY AGREE AND STATE AS FOLLOWS:

MEDICAL STATEMENT: I am not aware of, and am not under treatment for, any physical infirmity or chronic ailment or injury, prior or current, of any nature which would affect my ability to ride and/or drive safely; and have or have not, as indicated been treated for the following:

- Yes___ No___ **Cardiac or pulmonary condition or disease**
- Yes___ No___ **High or low blood pressure**
- Yes___ No___ **Fainting spells or convulsions of epilepsy**
- Yes___ No___ **Nervous or mental disorder**
- Yes___ No___ **Diabetes**
- Yes___ No___ **Kidney or related disease**
- Yes___ No___ **Back injury**
- Yes___ No___ **Alcoholism**
- Yes___ No___ **Drug addiction or dependency**
- Yes___ No___ **Any orthopedic problems**
- Yes___ No___ **Other**

Describe _____

I am physically capable of participating in the event and the equipment I will use will be in proper working condition. I acknowledge that I, and I alone, am solely responsible for my personal health and

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safety, and the personal property I bring with me. I will read the event description and the rules of participation in the Event and I will abide by all rules and regulations established by the Event organizers and personnel. I agree to wear a helmet, adhere to all other Event rules, and conduct myself in a safe and prudent manner while participating in the Event. I understand that any injury that I may sustain could impair my ability to work and participate in other activities. I, by signing this Release, do hereby release the Released Parties of any liability regarding any loss of money, and/or time at work due to any injury sustained during my participation of the Event. I further release all of the above-named of any liability with regards to any medical bills that result from my participation of the Event.

WAIVER: The undersigned, being of legal age and of sound mind and body, hereby releases, waives, discharges, and covenants not to sue the Green Beret Foundation (hereinafter “the GBF”), Carolina Triathlon, the local Chapter of the Steel Mags (hereinafter “Steel Mags”), Lisa Lorbiecki, and Phil Mahla, GBF Ambassador, and all directors, owners, spectators, participants, sponsors of the Event, as well as all of GBF’s agents and employees (collectively “the Released Parties”) from any and all claims and liability including the negligence of any of the Released Parties, their officers, employees and/or agents, resulting in personal injury, including death, accidents, illnesses, and property loss arising from but not limited to, participation in the Event. I intend for this waiver and release to also apply to any relatives, personal representatives, heirs, beneficiaries, and next of kin or assigns who might pursue any legal action or claim on my behalf. I understand that by signing this document I am giving up my right to sue any of the Released Parties.

ASSUMPTION OF ALL RISK: Participation in the Event carries with it certain inherent risks with riding on public streets and highways where many hazards exist. I also understand that there will be a large number of cyclists, some of whom are inexperienced, creating hazards. I understand that such risks cannot be eliminated, regardless of the care taken to avoid injuries. The specific risks vary for one individual to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains, to 2) major injuries such as joint or back injuries, broken bones, dislocated shoulders, heart attacks, and concussions, to 3) catastrophic injuries including paralysis and death. I understand that these injuries and losses might result not only from my actions, but also from the actions, inactions, or negligence of others. I understand and appreciate these and other risks that are inherent in the Event. Despite the potential hazards and dangers associated with the Event, I wish to proceed and I voluntarily and freely accept and expressly assume all risks, dangers, and hazards whatever they may be that may arise from the Event that could result in personal injury, loss of life and property damage to me. I have NOT had previous injuries as listed above.

ACKNOWLEDGMENT OF UNDERSTANDING: It is my intention by executing this Release that I do so willfully and with full knowledge of its nature and intent and I hereby bind myself, my heirs, my personal representatives or executors and any relative to the terms and conditions of this Release. I understand that my participation in the Event is conditional on my execution of the Release having full knowledge of its contents and having had an opportunity to review and seek the advice of counsel regarding the terms and conditions of this Release.

INDEMNIFICATION AND HOLD HARMLESS: Based upon that understanding and in consideration of the fact that I will have an opportunity to participate in the Event and based upon the execution of this Release, I hereby agree to indemnify and hold harmless the Released Parties, the event directors, and any and all agents, employees or designees, including but not limited to any volunteers, spectators and participants, which are assisting in the promotion and conduct of the Event, from any and all claims that I may have or may be able to assert, as well as the claims of any third parties, for any personal injury or property damage which may result from or be caused by my participation in the Event. This indemnification provision also includes whether that personal or property damage as set-forth herein was caused by my free and voluntary act or by gross negligence.

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It is my intention that this indemnification provision shall continue in full force and effect during the term of this Release and shall continue to be in force and effect until all appropriate statutes of limitations have expired with regard to any claim that may be asserted against the Released Parties for any intentional or negligent conduct that I may have become involved in during the course of the Event.

By executing this Release, I agree to indemnify and hold each of the Released Parties harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, which occur as a direct or indirect result of my involvement in the Event, and to reimburse the Released Parties for any such expenses.

RELEASE OF LIABILITY: I understand that any injury that I may sustain could impair my ability to work and participate in other activities. I, by signing this Release, do hereby release the Released Parties of any liability regarding any loss of money, and/or time at work due to any injury sustained during my participation of the Event. I further release all of the above-named of any liability with regards to any medical bills that result from my participation of the Event.

MEDIA RELEASE: I grant the Released Parties, the right to take photographs of me and my property in connection with the Event. I authorize the Released Parties, their assignees and transferees to copyright, use and publish the same in print and/or electronic media. I agree that the Released Parties may use such photographs of me with or without my name for any lawful purpose, including for examples such purposes as publicity, illustration, advertising and Web content.

SEVERABILITY: I agree that this agreement is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGMENT AND UNDERSTANDING: I have read the above, been given an opportunity to ask questions, fully understand that this is a legal and binding document and that I am giving up substantial rights, including my right to sue or make any claim for injuries or damages I might sustain while participating in the Event. In signing this Agreement, I am not relying on any oral, written or visual statements of any kind, including promotional statements made by the Released Parties, or any of them, in their documents or website or by any of their respective personnel or employees, to induce me to participate in the Event. I certify that I am competent to operate a bicycle in a safe and responsible manner, and that the bicycle I am riding is safe, fully operational and in working condition. I will engage in bicycle riding activities on public roadways and understand that I am solely responsible to determine the speed and operational characteristics of my bicycle while participating in the Event. I acknowledge that I am signing this Agreement freely and voluntarily, and intend by my signature to be complete and unconditional acceptance of the terms of this Agreement to the greatest extent allowed by law.

I understand that my participation in the Event is conditional on my execution of this Release and that the Released Parties, including but not limited to any volunteers, spectators and participants and the event directors and any and all agents or employees of the above-named or the event directors or sponsors are allowing me to participate in the Event based upon my execution of this Release and, further, based upon my representations to them of my good physical and mental conditions which would allow me to participate in the Event without any restrictions.

SIGNATURE: _____

DATE: _____

Initials: _____

PRINTED NAME: _____

Initials: _____