

2018 Tour de Gruene INDIVIDUAL Time Trial ADULT
(IF UNDER 18 OBTAIN MINOR CHILD RELEASE WAIVER FROM A REGISTRAR)

Assumption of Risk, Release of Liability, Covenant Not to Sue and Indemnity Agreement

In consideration of Tour de Gruene allowing me to participate in the Individual Time Trial Race on Saturday November 3, 2018 and all activities related to or connected with including travel to and from the event and whether as a racer, volunteer, spectator, or otherwise I for my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree as follows:

- 1. Assumption of Risk.** I am aware that cycling involves inherent risks, including but not limited to those associated with Time Trial start ramp; collision with pedestrians, vehicles, other participants, animals, and fixed or moving objects; imperfect course conditions; surface hazards, including pot holes; equipment failure; inadequate safety equipment; use of equipment or materials provided by the Tour de Gruene organizer and others; and weather conditions. I fully understand that participating in the Tour de Gruene is an extreme test of a person's physical and mental limits and may involve the risk of serious injury or death, economic loss, property damage or loss that may result from my own actions, inactions or negligence, and also from the actions, inactions or negligence of others. I understand and voluntarily assume these risks.
- 2. Release of Liability.** I hereby forever release, waive, and discharge Tour de Gruene, and each of their respective officers, directors, agents, employees, volunteers, independent contractors, members, clubs, officials, event directors, local associations, and affiliates as well as the, sponsors, organizers, property owners, law enforcement agencies, and public entities, that are connected with the Tour de Gruene, and each of their respective officers, agents, employees, and volunteers (collectively, "Releasees") from any and all claims that may arise out of or are related to my participation in the Event, including claims arising from the ordinary negligence of Releasees.
- 3. Covenant Not to Sue and Indemnity Agreement.** I will not make any claim against Releasees for injury, damage, death or any other loss arising from or related to my participation in the Tour de Gruene. I understand that if I attempt to sue Releasees in violation of this agreement, Releasees may seek to recover all of their costs, including legal fees. I agree to indemnify, hold harmless, and defend Releasees from and against any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by me or any other person in any way connected to, related to, or arising out of my participation in the Event.
- 4. Health.** I represent that I am in good health and proper physical condition to safely participate in the Tour de Gruene. I acknowledge that it is my sole responsibility to make such determination and that I am responsible for my own well-being at all times while participating in the Tour de Gruene.
- 5. Rules; Regulations; Equipment.** I agree to be familiar with and abide by the rules and regulations established by the Tour de Gruene. I agree to be familiar with the Tour de Gruene course. I agree to ride and participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment and any equipment provided for my use. I will wear a helmet that complies with U.S. CPSC Safety Standard for Bicycle Helmets and I assume all responsibility for the selection of such a helmet.
- 6. Governing Law; Jurisdiction; Severability.** This agreement shall be governed by the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this agreement shall be instituted in courts of the State of Texas.
- 7. Photography.** I hereby grant full permission to the Releasees to use any photography, video recordings or other record of this event which I may be in, for their advertising purposes.

I have carefully read the foregoing and fully understand its terms. I attest that I am 18 years of age or older. I understand that I am giving up substantial rights, including my right to sue Releasees for injuries resulting from the inherent risks of cycling and the ordinary negligence of Releasees. I acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent permitted by law.

PRINT

Participant Name: _____ **ZIP CODE** _____

Participant

Legal

Date

Signed

Signature: _____

ITT BIB number
(from the list)

_____

- 1) Take this form to the ITT TIME TRIAL packet pickup table to receive your packet.
- 2) Take packet to Wurstfest table to get your festival ticket.
- 3) Meal ticket is on the bottom of your RACE number. Pins are in your envelope.
- 4) Helmet and Bib numbers are both required to race.