

2018 Tour de Gruene Recreational TOUR ADULT Release Form

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 Tour on Saturday November 3, 2018 and all activities related to or connected with including travel to and from the event and whether as a rider, 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 crowded roads at start; 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: _____ AGE _____ ZIP CODE _____

Legal

Signature: _____ Signed 11-03-2018

POST RIDE #

FOLLOW INSTRUCTIONS ON THE BOTTOM OF YOUR RIDE NUMBER FOR MANDATORY # PLACEMENTS
FILL IN THE REGISTRATION FORM ON PAGE TWO (OR BACK SIDE) OF THIS DOCUMENT.

#

2018

THIS IS A TRANSFER DOCUMENT

TRANSFER PARTICIPANT INFORMATION

PRINT FIRST NAME _____ PRINT LAST NAME _____ AGE _____

Address _____ Phone: _____

City _____ ST _____ ZIP _____

Club or Team? _____

Email Address: _____

Do you give permission for Tour de Gruene to email you concerning future Tour de Gruene info, including when to enter at the lowest entry fee? circle one: YES or NO

We will send out 2 texts PRIOR to our annual event as registration reminders. May we send those 2 texts to the phone number provided above? circle one: YES or NO Different # to use? _____ - _____ - _____

Note: Circling NO may also remove the email/phone # from current Tour de Gruene listings.

Emergency Contact _____ Emergency Contact Relationship _____

Contact Phone _____ Person On site? YES or NO

- 14 miles-- 795 ft elevation – 8:15 START 8mph min expected
 - 28 miles– 1,679 ft elevation – 8:10 START 10mph min expected
 - 35 miles– 2,100 ft elevation – 8:05 START 12mph min expected
 - 45 miles- 2,811 ft elevation -- 8:00 START 14mph min expected
- It is permissible to switch to shorter routes during your tour. The longer the route, the hillier it becomes. Please reserve SAG support for those with minor medical and mechanical needs; it is not intended as a taxi service.

Fill in the reverse side of this form before going to the registrar.

Name of Original Participant who transferred this entry to you:

ORIGINAL PARTICIPANT’S NAME (PLEASE PRINT)

ORIGINAL PARTICIPANT’S ZIP CODE _____

Payment Info

TRANSFER

RIDE # _____