

2018 ENDUE CLASSIC WAIVER OF RELEASE OF LIABILITY

IN CONSIDERATION OF THE ACCEPTANCE OF THIS REGISTRATION AND PERMISSION TO PARTICIPATE IN THE ENDUE CLASSIC BICYCLE TOUR, WE THE UNDERSIGNED, INTENDED TO BE LEGALLY BOUND, DO HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS OF THE AGREEMENT:

- 1) WE ARE COMPLETELY AWARE THAT OPERATING A BICYCLE IS A HAZARDOUS ACTIVITY THAT COULD CAUSE HARM AND INJURY TO THE OPERATOR AND OTHER PARTICIPANTS.
- 2) WE ASSUME ALL SUCH RISKS AND HAZARDS OF OUR OWN FREE WILL, COMPLETELY AWARE THAT SUCH RISKS ARE NOT THE RESPONSIBILITY OF THE ENDUE FOUNDATION, NOR ITS OFFICERS, DIRECTORS OR STAFF.
- 3) WE CERTIFY THAT WE ARE IN GOOD HEALTH, GOOD PHYSICAL CONDITION AND POSSESS THE NECESSARY ABILITY, SKILL AND KNOWLEDGE TO OPERATE A BICYCLE SAFELY, AND WITHIN APPLICABLE STATE AND LOCAL CODES AND REGULATIONS.
- 4) DURING THE ENDUE CLASSIC, WE AGREE TO OPERATE ANY BICYCLE IN A SAFE AND COURTEOUS MANNER, WITHIN ALL SUCH APPLICABLE STATE AND LOCAL CODES AND REGULATIONS.
- 5) WE CERTIFY THAT OUR BICYCLES ARE IN SAFE AND MECHANICALLY SOUND CONDITION DURING THE ENDUE CLASSIC. WE WILL NOT OPERATE ANY BICYCLE THAT IS NOT SAFE, OR NOT IN MECHANICALLY SOUND CONDITION.
- 6) WE AGREE THAT MECHANICAL FAILURES OF BICYCLES ARE NOT THE RESPONSIBILITY OF THE ENDUE FOUNDATION, NOR ITS OFFICERS, DIRECTORS AND STAFF.
- 7) WE AGREE TO WEAR PROTECTIVE HEADGEAR (HELMET) WHILE OPERATING A BICYCLE DURING THE THE ENDUE CLASSIC.
- 8) WE AFFIRM WE HAVE ADEQUATE MEDICAL AND ACCIDENT INSURANCE COVERAGE IN FORCE TO COVER ANY INJURY SUSTAINED DURING THE ENDUE CLASSIC AND AGREE TO INDEMNIFY THE ENDUE CLASSIC FOUNDATION, ITS OFFICERS, DIRECTORS AND STAFF FROM ANY LIABILITY ARISING THEREFROM.
- 9) AS A PARENT OR GUARDIAN SIGNING FOR A PARTICIPANT UNDER 18 YEARS OF AGE, WE AGREE TO ACCOMPANY SAID MINOR(S) DURING THEIR PARTICIPATION THE ENDUE CLASSIC. WE AGREE TO ASSUME FULL RESPONSIBILITY FOR ALL THEIR ACTS AND BEHAVIOR AND FOR SAID MINOR'S FULL COMPLIANCE WITH ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. WE AGREE TO COMPENSATE THE ENDUE FOUNDATION, ITS OFFICERS, DIRECTORS AND STAFF IN FULL FOR ANY DAMAGES OR INJURIES CAUSED BY THE MINOR.
- 10) WE DO HEREBY FOR OURSELVES, OUR HEIRS, AND LEGAL REPRESENTATIVES WAIVE AND FOREVER DISCHARGE, ANY AND ALL CLAIMS OR DAMAGES AND/OR INJURIES INCURRED OR SUFFERED BY US IN CONNECTION WITH OUR PARTICIPATION IN THE ENDUE CLASSIC WHICH WE MAY HAVE AGAINST ANY AND ALL PERSONS, ORGANIZATIONS, AND OR LEGAL ENTITIES AFFILIATED WITH THE ENDUE CLASSIC INCLUDING, BUT NOT LIMITED TO, THE ENDUE FOUNDATION WITH THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, DIRECTORS, STAFF, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
- 11) I GRANT PERMISSION TO USE MY PHOTOGRAPH, MOTION PICTURES, RECORDINGS OR ANY FORM OF RECORD FOR THIS EVENT FOR ANY LEGITIMATE PURPOSE.

SIGNATURE _____

PRINT NAME _____