



WAIVER, RELEASE AND INDEMNITY

I understand and agree that my participation as a volunteer, cyclist or in any other capacity in events, programs, or activities organized, operated, conducted and/or sanctioned by the Healing Cycle Foundation is conditional upon signing this waiver, release and indemnity (the "Waiver").

1. I am aware that cycling is a potentially dangerous activity and involves the possibility of injury or death.
2. I accept these risks, and all others arising from these events, programs or activities, even if arising from the **negligence, gross negligence or negligent rescue** by those associated in any way with the Healing Cycling Foundation events, programs or activities I may be involved in, the venues at which these events, programs and activities take place or by those organizing, officiating, or participating in these events, programs or activities of the Healing Cycling Foundation including its officers, directors, employees, agents, servants, volunteers and representatives (collectively, the "Releasees").
3. I understand that all applicable rules for participation must be followed and that **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, to participate in any events, programs or activities.
4. I agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time, at any event, program or activity, I feel unable or unfit to safely continue for any reason.
5. I hereby agree that the Releasees may photograph, tape, video or otherwise film or capture my image, likeness, or depiction (collectively, the "Images") and grant permission to the Releasees to edit, crop, or retouch such Images, and waive any right to inspect the final Images.
6. I hereby consent to and permit Images of me to be used, displayed, published or made available ("Use") by the Releasees worldwide for any purpose, including educational and advertisement purposes, and in any medium or form, including print, electronic and otherwise. I understand that the Releasees may Use such Images with or without associating names thereto. I further waive any claim for compensation of any kind for the Use of Images of me.
7. **I hereby release the Healing Cycle Foundation, and all other Releasees** from any and all liability for any loss damage, injury or expense that I may suffer as a result of my participation in any part or parts of the events or programs or my presence at any venue at which they may take place, due to any cause whatsoever including the forms of negligence set forth in paragraph 2 above or from any breach of contract or statutory duty or other duty of care including any duty of care.
8. **I AGREE NOT TO COMMENCE LITIGATION and I further agree TO INDEMNIFY AND SAVE HARMLESS** the Healing Cycle Foundation and the Releasees from all expenses, fees, liability or damage awards or costs of any type whatsoever arising from my participation in these events or programs (including, but not limited to, invasion of privacy; defamation; false light or misappropriation of name, likeness, or image) arising out of the Use of Images of me by the Healing Cycle Foundation and the Releasees, and covenant and agree not to initiate legal proceedings against the Healing Cycle Foundation or the Releasees for such Use or my participation in these events or programs. All grants of permission and consent, and all covenants, agreements and understandings contained herein are irrevocable.

I HAVE READ AND UNDERSTOOD THIS WAIVER and I am aware that by signing this Waiver I am waiving substantial legal rights (on my behalf and on behalf of my heirs, executors, administrators and next of kin) against the Healing Cycle Foundation and the Releasees.

Signature

Date

Print Name

PARENTAL/GUARDIAN CONSENT FOR MINOR PARTICIPANT

I have read and understood the above Waiver, and have discussed the same with the minor person signing above. I am satisfied the said minor understands the obligations under this document and his/her obligations as set out. In consideration of the participation of my minor child/ward I too agree to waive, release and indemnify the Healing Cycle Foundation and the Releasees as set out in the Waiver. I am aware that by signing the Waiver I am waiving substantial legal rights, which my minor child/ward and I, our respective heirs, executors, administrators and next of kin may have against the Healing Cycle Foundation and the Releasees .

Signature

Date

Print Name