

## 2019 RATPOD WAIVER OF LIABILITY

Please accept my entry in the June 22, 2019, RATPOD benefit ride. I acknowledge that by signing this document, I am releasing RATPOD, its promoters, sponsors, volunteers, and Camp Mak-A-Dream officers, directors, agents, or representatives of the above listed individuals and organizations, as well as any other RATPOD participant, sponsor, or organizer (collectively referred to as "Releasees"), for any and all damages which may be sustained by me in connection with my association with or participation in RATPOD.

In consideration of my agreement to participate in RATPOD, I hereby freely agree to and make the following contractual representations and agreements.

I acknowledge that cycling is an inherently dangerous sport and fully realize the dangers of participating in RATPOD, which is held on the open highway, and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation, the following: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, THE RIDER'S OWN NEGLIGENCE, NEGLIGENCE OF OTHER RIDERS, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with an athletic cycling ride. In addition, I assume all risk and liability associated with participating in this style event.

Additionally, I understand that this is a wilderness event with several miles between stops, and limited-to-no cell phone service. I agree that I will come prepared with clothing, food, and allergy essentials to ensure my personal safety along this ride.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors"), I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE OR ALLEGE CLAIMS FOR DAMAGES against the Releasees and the sponsors of this event, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, the State of Montana, volunteers through or by which RATPOD will be held, (the foregoing are also collectively deemed to be Releasees), FROM ANY and all rights and CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with RATPOD, or travel or return from RATPOD.

I agree it is my sole responsibility to be familiar with the RATPOD route, all traffic laws and regulations enacted by the State of Montana, the Releasees' rules, and any special regulations for RATPOD. I understand and agree that situations may arise during RATPOD which may be beyond the immediate control of the RATPOD organizers and volunteers, and I must continually ride so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my own equipment. I will participate in RATPOD wearing a helmet that satisfies the requirements of the Releasees' registration

guidelines, and I assume all responsibility and liability for the selection of such a helmet. I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in RATPOD.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert any claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees and costs) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for fraud, willful and wanton negligence resulting in injury, and/or willful or negligent violation of law. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or as a consent to any subsequent waiver or modification.

Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable. This agreement shall be enforced in accordance with the laws of the State of Montana.

I also give Camp Mak-A-Dream permission to photograph and use pictures or visual and audio tapes of me/my child in professional, fundraising or marketing materials and activities.

#### Consent and Release of Parent or Guardian

I am the parent or guardian of this rider who is under 18 years of age. My Child is fit for participation in RATPOD, and I consent to my Child's participation. I HAVE READ AND I UNDERSTAND THE RATPOD LIABILITY WAIVER AND RELEASE AGREEMENT. In consideration of allowing my Child to participate, I consent to it and agree that ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD, my heirs, legal representatives, and assignees. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY that I or my Child may allege against the Releasees (including reasonable attorneys' fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's participation in RATPOD, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or others, excepting however, injuries adjudged to be caused by Releasees' willful and wanton negligence, willful or negligent violation of law, or fraud. I PROMISE NOT TO SUE OR BRING ANY CLAIM FOR DAMAGES AGAINST THE RELEASEES on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in RATPOD.

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Printed Rider Name

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Date

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Rider or Legal Guardian Signature