



WAIVER OF LIABILITY, RELEASE OF CLAIMS, AND ASSUMPTION OF RISK AGREEMENT

In consideration for my participation in the **Meritan Midnight Classic Bike Tour** (“MMCBT”), I hereby knowingly, freely, and voluntarily agree to the following representations, waivers and agreements:

1. I know and understand that the MMCBT is an outdoor biking event that carries significant risk of serious personal injury, death and/or property damage. I also know that while participating in the MMCBT, I will be exposed to natural, mechanical, and environmental conditions and risks which independently or in any combination with my activities and those of others may cause bodily injury and/or property damage, including but not limited to severe or fatal injury to myself or others.
2. I agree that I alone am responsible for: (1) my proper preparation and safety while participating in the MMCBT; (b) providing, utilizing, and maintaining the equipment necessary for the safe enjoyment of my participation in the MMCBT; and (c) wearing properly functioning protective equipment while participating in the MMCBT. I also represent that I have no physical or medical condition which, in my knowledge, would endanger myself or others while I participate in the MMCBT.
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS ASSOCIATED WITH MY PARTICIPATION IN THE MMCBT AND FURTHER RELEASE, HOLD HARMLESS, DISCHARGE AND INDEMNIFY Meritan, Inc., its parent(s), subsidiary and affiliated corporations, officers, directors, agents, employees, former employees, other participants of the MMCBT, sponsoring agencies, sponsors, advertisers, owners and lessors of premises used to conduct the MMCBT, contractors, subcontractors, attorneys, insurers, heirs, executors, administrators, successors and assigns (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS WAIVER OF LIABILITY, RELEASE OF CLAIMS, AND ASSUMPTION OF RISK AGREEMENT FULLY AND UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

(Participant’s Printed Name)

(Participant’s Signature)

(Date Signed)

FOR PARTICIPANTS UNDER AGE 18 AT TIME OF REGISTRATION

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns and next of kin, I release and agree to hold harmless, discharge, and indemnify the Releasees for any and all liability incident to my minor child’s involvement or participation in the MMCBT as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

(Parent/Guardian’s Printed Name)

(Parent/Guardian’s Signature)

(Date Signed)