

## **Acknowledgement, Waiver, Release of Liability, Indemnification and Agreement**

In consideration of the acceptance of my application for participation in the DC Bike Ride presented by CareFirst BlueCross Blue Shield and Events DC on Saturday, May 19, 2018 (the "Event") by CSV LLC, I agree to the following:

### **Risks Involved in Participation**

I acknowledge that the Event contains risks, including but not limited to the risks of falling, collision with other bicyclists, motor vehicles, pedestrians or stationary or moving objects, surface hazards, including pot holes and gratings, the conditions of the road, equipment failure, whether my own equipment or equipment I rented from a third party, inadequate or misused safety equipment, weather conditions, my own negligence and the negligence of others. My participation is voluntary and done at my own risk. I voluntarily assume all risks of loss, damage, death or injury that may be sustained while participating in the Event. I attest that I am sufficiently trained for participation and completion of the Event.

I recognize that an event of this nature can be physically demanding. I acknowledge DC Bike Ride's recommendation that I consult with a physician regarding the advisability of my participation in this activity. I understand that serious accidents occasionally occur during the Event, and that participants in this event may sustain mortal or serious injury as a consequence thereof. Nevertheless, I agree to assume these risks.

### **Equipment and Helmets**

I am responsible for providing a bicycle for use in the Event and for ensuring that such bicycle is in a good mechanical condition. I agree that the bicycle I will use is a two-wheeled, human-powered bicycle, a recumbent bicycle, a recumbent tricycle, or a special needs bicycle, such as a pedal-assist bicycle as necessary. I will not use a motorized bicycle or electric bicycle, tricycle, unicycle, or any other type of cycle. I understand that bicycle helmets may (but do not always) prevent serious injury, and I agree to wear one while participating in the Event. I agree not to hold liable DC Bike Ride, CSV LLC, or any representatives of either, for any equipment malfunctions or any injuries during the Event.

### **Release and Waiver**

I hereby unconditionally RELEASE, WAIVE and AGREE NOT TO SUE DC Bike Ride, CSV LLC, The District of Columbia, National Park Service, The County of Arlington Virginia, CareFirst BlueCross BlueShield, Events DC, The Washington Area Bicyclist Association, Bike and Roll DC, Hanson Productions, and all other sponsoring or participating entities, governmental agencies, businesses and organizations, and their respective subsidiaries, affiliates, parent companies, and all past and present directors, trustees, officers, employees, agents, volunteers, contractors and representatives of the foregoing (collectively, "Releasees", each individually, "Releasee"), from all liability and all claims of any kind – including but not limited to for damages, death, personal injury or loss of property – resulting from, arising out of or connected in any way with my participation in the Event, WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES OR OTHERS, to the maximum extent permitted by law. In addition, I waive my insurers' right to make a claim against Releasees based on payments by insurers to me or on my behalf for any reason. I acknowledge this means my insurers have no rights of subrogation against the Releasees. I will not initiate, participate in or assist anyone in connection with, any claim, lawsuit, court action or other legal proceeding or demand, whether currently known or unknown, whether anticipated or unanticipated, against Releasees, in connection with the Event, and I waive any right I may have to do so.

### **Indemnification**

Without limiting the effectiveness in any way of the release, waiver and covenant not to sue provided in this document, I will indemnify, hold harmless and reimburse Releasees from and for all damages, losses, costs or expenses (including legal fees) incurred or paid by Releasees to any person (including me or my insurers) in respect of any accident, injury (including death), loss or property damage, however caused, resulting from, arising out of or otherwise in connection with my participation in the Event.

### **Medical Treatment and Records**

I understand and agree that medical or other services rendered to me by or at the insistence or recommendation of DC Bike Ride or any of the Releasees is not an admission of liability or an agreement to provide or to continue any such services, and is not a waiver by any Releasee of any right hereunder. I consent to emergency medical treatment and transportation as medical professionals may deem appropriate in the event I suffer an injury arising out of my participation in the Event. This document extends to any liability arising out of or in any way connected with the medical treatment or transportation provided in the event of such injury. If I am injured I am responsible for my own medical expenses.

### **The Rules of the Event**

I agree to comply with the rules of the Event and to obey the directions of the officials. I agree to wear the official 2018 Rider Identification Kit consisting of rider bib, bike sticker and helmet sticker distributed by DC Bike Ride and a helmet to identify myself as a registered participant. I agree that, to the fullest extent permitted by applicable law, the payment submitted in connection with my application for participation in the event is not refundable, deferrable or transferable under any circumstances, including cancellation of the event. DC Bike Ride reserves the right to reject any entry and to disqualify, bar or remove any individual from the Event. Reasons for this action may include but are not limited to: violation of the rules of the Event, unsafe conduct, abusive behavior, non-payment of Event fees, participating without an official bib, helmet and number or number assigned to another person, transferring or attempting to transfer an official rider bib or number or to obtain such items from another person, and providing false information on the Event entry form(s) or to the Event at any time including during the registration process. Individuals disqualified from the Event may be barred from future Events.

**Intellectual Property Rights**

I hereby irrevocably grant full permission to the Event and their affiliates and subsidiaries to use photographs, videotapes, motion pictures or any other record of this event, that include me and my name, likeness and/or voice, for legal promotional activity or any other legitimate purpose, in each case without compensation to me, and I further irrevocably grant such parties full permission to perpetually use, edit, reproduce, transmit, distribute, publish, display and/or perform, in whole or in part and without the need for paying a royalty or other compensation, any of those photographs, videotapes, motion pictures or records of the event that include my name, likeness, voice, statements and general biographical information (e.g., residence city and state or province) (collectively, "Authorized Materials"), singularly or in conjunction with other photographs and recordings, for advertising, publicity, commercial or any other business purposes without limitation as to time, territory or medium. I hereby waive all rights to review or approve the use of the Authorized Material and I hereby release the Event and their affiliates and subsidiaries from any and all claims and demands arising out of their use of the Authorized Materials, including claims for defamation, violation of rights of privacy or publicity, intrusion, false light, public disclosure of private facts, physical or emotional injury or distress, or any similar claim or cause of action, in tort, contract, or otherwise, now or hereafter known in any jurisdiction throughout the world. I represent and warrant that the rights granted to and use of the Authorized Materials as contemplated hereunder do not, and will not, violate any right of, or conflict with or breach any contract with, any person or entity.

**Affiliates, Strategic Partners, Agents, Third-Party Marketers or Other Unaffiliated Parties**

I understand that the Event may share or disclose my personally identifiable information in the following instances:

- To fulfill a service to me. For example, if I request information from the Event, the Event may share my information in order to process my request.
- To affiliates, strategic partners, agents, third-party marketers or other unaffiliated parties who are offering products or services that the Event believes may be of interest to me or who require my personally identifiable information for research, administrative and/or internal business purposes. These parties may use my personally identifiable information to contact me with an offer or advertisement related to a product or service, or the parties may use such information for their own research, administration or business purposes. If I do not want the Event to share my personally identifiable information in this manner, please contact the Event.
- To unaffiliated third-party service providers, agents or independent contractors who help the Event maintain their Site and Registration Site and provide other administrative services to the Event (including, but not limited to, customer service, maintaining and analyzing data, sending customer communications, etc.). The Event seeks to ensure that these unaffiliated third parties will not use the personally identifiable information for any other purpose than to provide the administrative services for which they are responsible. Because such unaffiliated third-party service providers that help the Event administer the Event will have access to any personally identifiable information that I provide to the Event, if you do not wish for such service providers to access my information, please contact the Event.
- The Event may also release my information when the Event believes release is appropriate to comply with the law, enforce our Event policies, or protect ours or others' rights, property, or safety or to prevent fraud.
- Further, in the event that all or part of the Event's assets are sold or acquired by another party, or in the event of a merger, I grant the Event the right to assign the personally identifiable and non-personally identifiable information collected via the Event.

**Severability**

Should any portion of this document be judicially determined invalid, voidable or unenforceable for any reason, such portion shall be severable from the remaining portions and the invalidity, voidability or unenforceability thereof shall not affect the validity, effect, enforceability or the interpretation of the remaining provisions.

Headings in this document shall not limit the meaning of any provision.

**Consent; Scope of Document**

I consent to this document and agree that its terms shall likewise bind me, my heirs, executors, administrators, legal representatives and assignees. I understand that this is an important legal document in which I give up legal rights and remedies I would otherwise have and this document applies to all activities at the Event, regardless of whether specifically listed above or not. I hereby state that I am authorized and fully competent to make this decision and I have read and understand this document.

I ATTEST THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER [19 IN ALABAMA] (OR THAT IF I AM YOUNGER, MY PARENTS OR LEGAL GUARDIAN HAVE EXECUTED THIS WAIVER BELOW), AND THAT I AM PHYSICALLY FIT AND SUFFICIENTLY TRAINED TO PARTICIPATE IN ALL ACTIVITIES ASSOCIATED WITH THE PROGRAM OR EVENTS AND MY PARTICIPATION IN SUCH PROGRAM OR EVENTS IS VOLUNTARY.

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<b>Signature</b>	<b>Print Name</b>	<b>Date of Birth</b>	<b>Date</b>
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[Consent and Release of Parent or Legal Guardian] I am the parent or legal guardian of the child who will participate in the Event. I consent to this document and agree that its terms shall likewise bind my child, me, any other parent or legal guardian of my child and our and their heirs, executors, administrators, legal representatives and assignees. I understand that this is an important legal document in which I give up legal rights and remedies my child or I would otherwise have. I hereby state that I am authorized to make this decision and I have read and understand this document.

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<b>Signature</b>	<b>Print Name</b>	<b>Date of Birth</b>	<b>Date</b>
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