

**WARNING: READ THIS AGREEMENT CAREFULLY. IT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS. IF YOU SIGN THIS AGREEMENT YOU ARE GIVING UP THE RIGHT TO SUE RANDONNEURS USA AND OTHER PARTIES.**

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to participate in any way in the 30 May 2020 Eastern PA Philly Pagoda Pocono 600K Brevet ("Activity") I, for myself, my representatives, assigns, successors, and heirs represent and agree as follows:

I FULLY UNDERSTAND that: (a) the Activity is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for SERIOUS BODILY INJURY, PERMANENT DISABILITY, PARALYSIS and DEATH; loss of, or damage, to equipment/property; exposure to extreme conditions and circumstances; contact or collision with other participants, spectators, vehicles, animals, or other natural or manmade objects; imperfect course conditions; road and surface hazards; INADEQUATE SAFETY MEASURES; participants of varying skill levels; situations beyond the immediate control of the Activity organizers; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown ("Risks"); (b) I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Activity, or the acts, inaction or NEGLIGENCE OF THE RELEASED PARTIES defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Activity; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES, COSTS AND DAMAGES to me, my family members and dependents either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR ALL LOSSES, COSTS, AND DAMAGES I, my family members and dependents may incur as a result of my participation in the Activity.

I am qualified, in good health, and in proper physical condition to participate in the Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

TO THE FULLEST EXTENT PERMITTED BY LAW, I, ON BEHALF OF MYSELF, MY FAMILY MEMBERS AND DEPENDENTS HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Activity organizer, the Randonneurs USA Region, Regional Brevet Administrator(s), Randonneurs USA, their respective administrators, directors, agents, officers, members, and volunteers, other participants, the sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS OR DAMAGES (HEREAFTER, "CLAIMS") CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, OF THE "RELEASEES", INCLUDING, WITHOUT LIMITATION, RESCUE OPERATIONS. I FURTHER AGREE that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a Claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, losses, liability, damages, or costs which any Releasee may incur as the result of such Claim.

I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY. I INTEND THAT THIS AGREEMENT ALSO SHALL BE BINDING UPON MY HEIRS, NEXT OF KIN, REPRESENTATIVES, SUCCESSORS AND ASSIGNS. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

This agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any and all disputes over the terms of this Agreement or any claims that the undersigned may make against any of the Releasees identified above will be filed in and decided by a court of competent jurisdiction in the State of California under the statutory and case law of the State of California.

DATE

NAME (PRINTED)

SIGNATURE (Only if 18 or older)

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**DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY AND UNDERSTAND THE RIGHTS YOU ARE GIVING UP.**