

TEAM NAME & NUMBER: _____

POWDERHORN 24 LLC ("PH24") RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY

IN CONSIDERATION of being permitted to participate in any way in the PH24 Bicycling Activities ("Activities"), I, for myself, my personal representatives, assigns, heirs and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of bicycling activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further acknowledge that the Activities will be conducted over public roads and in facilities open to the public during the Activities and upon which 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 suspend participation in the Activities.

2. FULLY understand that: (a) BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS") (b) these RISKS and dangers may be caused by my actions or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities take place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMICAL LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activities.

3. HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE PH24, their respective administrators, organizers, agents, officers, volunteers and employees, other participants, any sponsors, advertisers, and owners and lessors of premises of FREEWHEEL MIDTOWN BIKE CENTER, HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY, WELLINGTON MANAGEMENT INC, and GREENWAY OFFICE BUILDING, LLC at which the Activities take place (each considered one of the "RELEASEES" herein), FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED ON WHILE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OF OPERATIONS; AND 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, loss, liability, damage, or cost which may occur as the result of such claim.

4. HEREBY CONSENT TO RECEIVE MEDICAL TREATMENT by a doctor of medicine or dentistry, registered nurse, paramedic or associated personnel, which may be deemed advisable in the event of injury, accident and or illness during PH24. I also agree to save and hold harmless and indemnify each and all parties herein referred to above as "RELEASEES" from all liability, loss, cost, claim or damage whatsoever, including death or damage to property, which may be imposed upon said RELEASEES because of any defect in or lack of such capacity to so act or caused or alleged to be caused in whole or in part by the negligence of the releases.

5. UNDERSTAND that at PH24 and related event Activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event organizers or sponsors.

6. UNDERSTAND that it is the full responsibility of the individual ride participant to determine the safety of intersections before passing through, and that the presence and advice of any PH24 volunteer or other participant advising the rider of the safety or dangers of an intersection crossing does not lessen this responsibility.

Initial _____
 1 2 3 4 5 6

7. UNDERSTAND THAT PH24 and its organizers of this community ride DO NOT PROVIDE INSURANCE COVERAGE for injuries that occur during the ride. The costs related to those injuries are the responsibility of the individual participant.

8. ACKNOWLEDGE that if while participating in the event I act or ride my bicycle in a reckless, dangerous, or thoughtless manner, I will be immediately disqualified from the event.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Rider 1	Printed Name:	Signature:	Date:
Emergency Contact:	Name:	Phone #:	Relationship:
Rider 2	Printed Name:	Signature:	Date:
Emergency Contact:	Name:	Phone #:	Relationship:
Rider 3	Printed Name:	Signature:	Date:
Emergency Contact:	Name:	Phone #:	Relationship:
Rider 4	Printed Name:	Signature:	Date:
Emergency Contact:	Name:	Phone #:	Relationship:
Rider 5	Printed Name:	Signature:	Date:
Emergency Contact:	Name:	Phone #:	Relationship:
Rider 6	Printed Name:	Signature:	Date:
Emergency Contact:	Name:	Phone #:	Relationship:

PARENT / LEGAL GUARDIAN WAIVER FOR MINORS

The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees on behalf of the minor represented the terms of this Release and Waiver.

Minor Name(s)	Parent/Guardian Name	Parent/Guardian Signature:	Date: