**2024 TeamCBC, Inc. – MS SPRING FLING**

**2024 WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

IN CONSIDERATION of TeamCBC, Inc allowing me to participate in the MS SPRING FLING (the “Event” or “Events”) I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the “Agreement”);  I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event.  I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.

 I understand and acknowledge the physical rigors associated bicycling, are inherently dangerous and represent a test of a person’s physical ability.  I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers (“Risks”).  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 Event, 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 Event.

I agree to be familiar with and abide by the Rules and Regulations established for the Event.  I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

**I agree to these Cycling Rules of the Road**

1. **ALERT** your fellow cyclists.  Call out road hazards, “on your left” when passing, “car back,” “gravel,” etc. Remember that you are responsible not only for yourself but for the safety of everyone you are riding with.
2. **Be PREDICTABLE** with no sudden unannounced movements.  Try not to apply the brakes when in front of a large group unless you give plenty of notice.
3. **OBEY ALL TRAFFIC LAWS** like any other vehicle on the road.
4. **ALWAYS stay to the right half of the lane** passing others on the left only.  Never cross the yellow line.
5. Remain highly alert when riding in pace lines and especially cautious when riding in pace lines with cyclists you have not regularly trained with.

 I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties:  TeamCBC, Inc,  the Event Organizers and Promoters, Event Directors, Sponsors, Advertisers, Host Cities, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the “Released Parties” or “Event Organizers”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties.  I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend, and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

I consent to receive medical treatment, which may be deemed advisable in the event of injury or illness during the Event.

I give my permission to TeamCBC, Inc to use my name, any photographs or any other media, including video or any other audio format and TeamCBC, Inc Web sites during the course of this event.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement.  This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement.  If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Printed Name           Route                                         Email address

Signature             Date

Emergency Contact – Name and Phone Number – Please Print