

Read this document completely before signing. This document has legal consequences and will affect your legal rights and will limit or eliminate your ability to bring future legal actions.

In my participation in The Firecracker Ride (TFR, Event) including related programs and training rides, I understand and acknowledge that by signing below, that I am legally agreeing to the statements in the following Capital Cycling Club event registration, release and waiver of liability, and assumption of risk and indemnity agreement and HIPAA release of information. I hereby freely and voluntarily acknowledge and/or take action for myself, and on behalf of my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf, as follows:

I HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS EVENT.

I certify that I am physically fit, have sufficiently trained and prepared for this event, and have not been advised otherwise by a qualified medical person or other healthcare provider. I have no physical or medical condition that would endanger myself or others if I participate in the Event or would interfere with my ability to safely participate in the Event. I acknowledge that this athletic Event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include but are not limited to, to collision with pedestrians, vehicles, other participants, animals, and fixed or moving objects; those caused by surface hazards, including potholes; equipment failure; inadequate safety equipment; use of equipment or materials provided to me by others; facilities, temperature, weather, condition of athletes, lack of hydration, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, journalists, Event officials, Event monitors, and/or producers of the Event. The risks are not only inherent to athletics but are also present for volunteers and support staff. I hereby assume all of the risks of participating and/or volunteering in this Event.

In consideration of my application and permitting me to participate in this Event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(I) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me or my traveling to and from this Event, THE FOLLOWING ENTITIES OR PERSONS: Capital Cycling Club, their directors, officers, employees, volunteers, coaches, representatives, and agents, the event holders, event sponsors, event directors, event volunteers, all state agencies including the North Carolina Department of Transportation, city, town, county, and other governmental bodies, and/or municipal agencies whose property and/or personnel are used and/or in any way assist in locations in which the event or segments of the event take place, and each of their respective parent, subsidiary and affiliated companies, licensees, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, and other participants and representatives (Released Parties);

(II) Indemnify and Hold Harmless the entities or persons mentioned in the paragraph above from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during this Event;

(III) I further covenant and agree not to sue any of the Released Parties for any of the claims that I have waived, released, or discharged herein. I understand that if I attempt to sue Releasees in violation of this agreement, Releasees may seek to recover all of their costs, including legal fees. I agree to indemnify, hold harmless, and defend Releasees from and against any actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness, and liabilities of every kind, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by me or any other person in any way connected to, related to, or arising out of my participation in the Event.

I hereby authorize Capital Cycling Club or any of its agents, employees, volunteers, affiliates and designees, any organizer or sponsor of the Event, or any Event volunteer, to consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during this Event by a medical director or any of its agents, employees, volunteers, affiliates and designees, a physician and/or hospital. I understand that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required, and is given to provide authority and power to render care which the above-mentioned may deem advisable in the exercise of their best judgment. I agree to be responsible and assume liability for any and all costs incurred as a result of my participation in the Event, not covered by my insurance, including but not limited to, medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. I agree to abide by any decision on any race official as to my ability to safely complete the Event.

I have read, understand, and agree to abide by the rules of the Event as published on the Event website <https://firecracker.capitalcyclingclub.org/>. I know that music players such as MP3 or similar devices are not allowed at this Event. I certify that my bike is properly maintained and equipped for the Event and that I will only use a bike that is within the Event rules. I agree to abide by The Firecracker Ride Code of Conduct and I understand that I have the responsibility to:

- Respect others and their belongings
- Follow all state and local laws and ordinances
- Follow proper and safe bicycling etiquette at all times

Unacceptable conduct includes, but is not limited to:

- Physical abuse to any person while riding or at any time during an event

- Use of foul language toward any person
- Making obscene gestures directed at any person
- Malicious actions on or off the bike toward any person
- Non-consensual physical contact, threatening or bullying behavior, unwanted personal advances, and any other inappropriate behavior

The Board of Directors reserves the right to ban individuals from participating in future events

I also understand that at this event or related activities, I may be photographed, filmed and/or videotaped. I agree to allow my name, photo, video, or film likeness to be used for any legitimate purpose by Event holders, producers, sponsors, organizers, and assigns.

I understand that Capital Cycling Club reserves the right, in its sole and complete discretion, to deny entry, revoke the entry application of any applicant at any time, and/or to disqualify any individual from the Event. Applicant expressly waives any claim for damages arising from the denial or revocation of an entry application exceeding the amount of the entry fee.

I acknowledge and agree that Capital Cycling Club, in its sole discretion, may delay, modify, or cancel the Event if it believes the conditions on the event day are unsafe. In the event the Event is delayed, modified, or canceled for any reason, including but not limited to acts of God or the elements (including without limitation, wind, fog, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, route conditions, or any other cause beyond the control of Capital Cycling Club, there shall be no refund of Capital Cycling Club's entry fee or any other costs incurred in connection with the Event.

I understand that wearing a helmet that meets or exceeds the CPSC bicycle safety standards can reduce head injuries in a cycling accident, and that The Firecracker Ride requires all riders to wear helmets.

I acknowledge that this Accident Waiver and Release of Liability form will be used by the event holders, sponsors and organizers, in any event in which I participate and that it will govern my actions at said events. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns. This Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I certify that I have read this document and I understand its content.

I consent to all emergency medical treatment that is deemed necessary by first responders and health care providers, until such time that I, or a guardian or person legally authorized to decide for me, is able to make medical decisions. I agree that I am responsible for all costs of treatment.

This is my release and authorization under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This release and authorization applies to any information governed by HIPAA. I understand that this release and authorization is voluntary. In the event of an accident or medical emergency, I authorize, Pursuant to the HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) and HIPAA Privacy Rule, the disclosure and release by any third party to Tim Charlino, Robert Oderkirk, Robert George, Capital Cycling Club and their insurance carriers, of my name and medical information that may relate solely to any injury or death I may suffer arising from the event. This authorization is directed to and is intended to authorize the disclosure and release of such information even though protected, by any medical provider or third party in possession of such information. This authorization shall not have an expiration date and shall be deemed revoked only upon receipt by the medical provider or third party of an express revocation signed by me.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND I INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT.

Print name: _____ Date: _____

Signature: _____