

RAVEN ROCK RAMBLE
WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE RAVEN ROCK RAMBLE, AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

Raven Rock Ramble is a not-for-profit 501c3 Corporation in North Carolina. This bicycling event is for fundraising solely for Raven Rock Ramble. IN CONSIDERATION of being permitted to participate in any way in Raven Rock Ramble Bicycling Activities ("Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. Acknowledge Risks: Acknowledge, agree, and represent that I understand the nature of Bicycling Activities and that I am qualified, in good health, in proper physical condition to participate in such 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. These Risks include falling, colliding with vehicles and other cyclists, encountering road hazards like potholes, cracks, loose gravel, crossing train tracks, and being chased by animals, as well as bicycle failures and malfunctions. Additional Risks include viral infections, bacterial infections, and other communicable diseases and illnesses. 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.

2. Assumption of Risk: Fully understand that (a) Bicycling Activities involve Risks and dangers of serious bodily injury, permanent disability, paralysis and death ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or the Negligence of the "Releasees" named below; (c) there may be other Risks and social and economic losses either not known to me or not readily foreseeable at this time; I acknowledge I am responsible for my own equipment and safety and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation in the Activity.

3. Waiver of Liability: HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Raven Rock Ramble, its respective administrators, directors, agents, officers, and employees, volunteers, insurers, RaceReach, other participants, and any sponsors, advertisers, owners or lessors or employees of premises on which the Activity takes place, including Wake County, (each considered the "RELEASEES" HEREIN) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS.

4. Indemnity: 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 any may incur as the result of such claim.

5. Helmet Required: Understand that wearing a helmet that meets or exceeds the CPSC bicycle safety standards can reduce head injuries in a cycling accident, and that Raven Rock Ramble requires all riders to wear helmets.

6. Consent to Emergency Medical Treatment: 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.

7. Permission to Use My Likeness: Give Raven Rock Ramble permission to use images of myself taken during the event for promotion of the event without payment. And agree that event images may be posted online.

8. Code of Conduct: Agree to abide by the Raven Rock Ramble Code of Conduct.

I understand that I have the responsibility to:

- a. Respect others and their belongings
- b. Follow all state and local laws and ordinances
- c. 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.

9. Cancellation or Interruption of Event: Agree that this is a charity fundraising event with a no-refund policy and Raven Rock Ramble will not be responsible for cancellation or delays of the event for any reason.

I ACKNOWLEDGE THAT MY ELECTRONIC SIGNATURE, OR CHECKBOX, SHALL BE DEEMED TO BE MY PERSONAL SIGNATURE AS IF I SIGNED IN PERSON, AND I WILL NOT ASSERT THAT MY ELECTRONIC SIGNATURE IS INVALID OR IMPROPER IN ANY MANNER OR FORM IN ANY VENUE OR COURT OF LAW.

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 TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

MINOR RELEASE (Addendum for Participants Under the Age of 18)

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, understand the nature of Bicycling Activities and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such Activity. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the Releasees named above, I will INDEMNIFY, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.