

GUARD 2 BEACH BIKE RIDE PARTICIPATION WAIVER

In consideration for being allowed to participate in the GUARD 2 BEACH BIKE RIDE, and any ancillary services provided, you, on behalf of yourself or your minor child/ward, expressly assume the risk and legal liability and waive and release all claims for injuries, damages or loss which might be sustained as a result of the GUARD 2 BEACH BIKE RIDE, or transportation and other ancillary services surrounding the GUARD 2 BEACH BIKE RIDE.

You are solely responsible for determining if you or your minor child/ward is sufficiently fit and skilled physically and mentally to participate safely in the GUARD 2 BEACH BIKE RIDE. If you or your minor child/ward are pregnant, disabled, or otherwise suffer from an illness or injury, you are advised to consult a physician before participating the GUARD 2 BEACH BIKE RIDE. You are solely responsible for deciding which, if any, and in what condition, protective helmets, shoes, clothing and other equipment, to include the bicycle itself, will be used by you and your minor child/ward during the GUARD 2 BEACH BIKE RIDE.

WARNING OF RISKS ASSOCIATED WITH BICYCLING

You are also warned and requested to recognize and remember the following:

1. Cracks, potholes, uneven surfaces and other irregularities on the GUARD 2 BEACH BIKE RIDE course may pose serious risks of injury and even death to participants. It is recommended that participants familiarize themselves with the GUARD 2 BEACH BIKE RIDE course and the condition of the course.
2. The GUARD 2 BEACH BIKE RIDE is intended to challenge and engage the physical, mental and emotional resources of the participants. Even with careful and proper preparation, conditioning, instruction, medical advice, and equipment, there remains a risk of serious injury and death with bicycling.
3. Not all risks and dangers can be foreseen. You are reminded that hazards and resulting injuries and death can also exist because of inclement weather, crashing, poor skill level or conditioning, carelessness, horseplay, unsportsmanlike conduct, criminal activity, inadequate or defective equipment, inadequate supervision, instruction, or officiating, dehydration, overexertion, being struck by other participants, bicycles or motor vehicles, and all other circumstances inherent in outdoor bicycling activities utilizing roadways and walkways. Accordingly, the United States of America, the State of North Carolina, the North Carolina National Guard ("NCARNG") or any of their respective Officers, employees and agents, and the Tarheel Minuteman Foundation (collectively "the Agencies") and the are not responsible for and do not guarantee anyone's safety.

TRANSPORTATION AND ANCILLARY SERVICES

The NCARNG may, throughout your participation in the GUARD 2 BEACH BIKE RIDE, provide you or your minor child/ward with services such as transportation and temporary housing on NCARNG premises. I recognize and acknowledge that the NCARNG is not in the business of providing transportation or housing services to the public. I further recognize and acknowledge that there are certain risks of physical injury to vehicle passengers, and tenants of a housing accommodation, and I voluntarily agree to assume the full risk of any injuries, damages or loss, regardless of severity, that I may sustain as a result of participating in any and all services connected with or associated with the GUARD 2 BEACH BIKE RIDE, including, but not limited to, injuries, damages and loss arising out of negligent operation or supervision of the vehicle or building. I further agree to waive and relinquish all claims I may have (or accrue to me) against the Agencies.

WAIVER AND ASSUMPTION OF RISKS

I hereby acknowledge my understanding that accident, injury, death, and damage arising out of or relating to participation in the GUARD 2 BEACH BIKE RIDE, or any ancillary service provided, by you or your minor child/ward shall be and is the sole liability and responsibility of you.

I AGREE TO AND FOREVER DISCHARGE AND RELEASE THE AGENCIES FROM ANY AND ALL LEGAL LIABILITY AND TO NOT SUE THE AGENCIES FOR ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY OR DIRECTLY OR INDIRECTLY ARISING FROM THE PARTICIPATION BY PARTICIPANT OR PARTICIPANT'S MINOR CHILDREN/WARDS IN THE GUARD 2 BEACH BIKE RIDE. THIS INCLUDES BUT IS NOT LIMITED TO INJURIES, DEATH, OR PROPERTY DAMAGE ARISING FROM NEGLIGENCE BY THE AGENCIES, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND VOLUNTEERS.

I FURTHER AGREE TO INDEMNIFY THE AGENCIES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE INCLUDING BUT NOT LIMITED TO BODILY INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE WHICH THE AGENCIES BECOME LEGALLY OBLIGATED TO PAY INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGMENTS, AGAINST THE AGENCIES OF ACCOUNT OF INJURY, DEATH, OR PROPERTY LOSS OF THE MYSELF OR MY CHILD/WARD WHETHER OR NOT CAUSE BY THE NEGLIGENCE OF THE AGENCIES AND WHETHER OR NOT SUCH LIABILITY IS SOLE, JOINT OR SEVERAL.

SEVERABILITY

If any portion of this agreement is deemed unenforceable in any jurisdiction, the remaining portion shall continue in full legal force and effect.

Name (print): _____ Date: _____

Signature: _____