

**NOTE: THIS IS AN IMPORTANT DOCUMENT.
PLEASE TAKE AS MUCH TIME AS YOU NEED
TO CAREFULLY READ AND UNDERSTAND IT.
RELEASE
FOR A COPY OF THIS RELEASE IN LARGER TYPE,
PLEASE CALL 404.382.7747.**

This is a General Release of All Claims, an Agreement Not to Sue, an Assumption of Risk, and an Indemnification Agreement ("Release") in favor of Bicycle Ride Across Georgia, Inc., a Georgia not-for-profit corporation ("BRAG"), its employees, agents, volunteers, independent contractors, suppliers, officers, directors, members, contributors, organizers, any promoting organizations, property owners, law enforcement agencies, all public entities, special districts, properties and their respective agents, officials and employees, and all others who are involved (collectively, the "Released Parties" or, individually, a "Released Party") with respect to a bicycle touring ride, including skating and other forms of participation, and all activities related thereto, which will occur during **Sept 3-10, 2027** (the "Event").

**I ACKNOWLEDGE AND AGREE THAT BY SIGNING THIS DOCUMENT, I AM
RELEASING THE RELEASED PARTIES FROM LIABILITY, WAIVING LEGAL
RIGHTS I MIGHT OTHERWISE HAVE, AND ENTERING INTO CERTAIN
OBLIGATIONS, AS SET FORTH HEREIN. THIS RELEASE IS A BINDING
CONTRACT WITH SIGNIFICANT LEGAL CONSEQUENCES. I HAVE BEEN
ADVISED TO READ IT CAREFULLY (AND TO OBTAIN LEGAL COUNSEL IF
NECESSARY) BEFORE SIGNING.**

In consideration of the acceptance of my registration for and attendance of the

Event, I hereby freely agree to and do hereby make the contractual presentations, covenants, waivers, indemnities and agreements set forth herein. I fully realize and acknowledge the hazardous nature and dangers of cycling and of participating in an organized bicycle ride such as the Event. I am voluntarily participating in the Event.

**I FULLY ASSUME THE RISK OF INJURY, SICKNESS, DAMAGE, LOSS OR DEATH
ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation, the following: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from road conditions, safety hazards, equipment failure, inadequate safety equipment, **THE RELEASED PARTIES' ORDINARY NEGLIGENCE**, heat, humidity, and other weather conditions

including severe storms, lightning, and other weather emergencies; and the possibility of serious physical and/or mental trauma or injury or illness. I also acknowledge that I may be exposed to significant risks while engaged in other voluntary activities related to the Event including, without limitation, dancing, swimming, dining, shuttle transportation, and camping.

For myself, my spouse, heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "successors"), **I HEREBY AND FOREVER WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, PROMISE NOT TO SUE AND AGREE TO INDEMNIFY AND DEFEND THE RELEASED PARTIES FROM ANY AND ALL** rights, causes of actions, disputes, liabilities and **CLAIMS, INCLUDING CLAIMS ARISING FROM THE RELEASED PARTIES' ORDINARY NEGLIGENCE**, which I have or which may hereafter accrue to me, together with any and all damages, including but not limited to my property or my person, which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the Event or any activities incidental thereto wherever or however the same may occur, including travel to or return from the Event.

I agree it is my sole responsibility to be familiar with and follow the Event route, and to know and abide by all laws and rules as they apply to bicycles, BRAG rules, and the BRAG SAFETY PLEDGE, and any special regulations for the Event. I understand and agree that situations may arise during the Event which may be beyond the immediate control of the RELEASED PARTIES, and I must continually ride so as to neither endanger myself or others. I accept responsibility for the condition of my equipment. I understand and agree that I am solely responsible for the safety and loss or theft of my bicycle, luggage, equipment, and automobile. I will at all times while riding wear a helmet which satisfies the requirements of the United States Cycling Federation Rules and that will protect against serious head injury, and assume all responsibility and liability for the selection and proper wearing of such a helmet. I certify that I have no physical or mental condition which, to my knowledge, would endanger myself or others if I participate in this Event, or would interfere with my ability to participate in this Event. I am aware that medical support for this Event will be provided by volunteers and other personnel who may be called upon, but are in no event obligated or required, to provide assistance, including first aid, to me during the Event. I consent and authorize any such volunteer to assist me or to perform such assistance as, in the opinion of such persons, may be necessary or appropriate. I understand further that any such

medical or other service provided to me is not an admission of liability to provide or to continue to provide any such services and is not a waiver by any of said parties' or the Released Parties' rights under this Release.

I understand that BRAG does not provide medical insurance for me and that I am solely responsible for any medical expenses incurred on my behalf.

I grant to BRAG my absolute permission to use without charge any and all photographs, video reproductions or other like kinds of image reproductions taken during the Event in which I may appear as a subject or the subject matter, at the sole discretion of BRAG, for publicity or any other purpose chosen by BRAG. I understand that my name and state will be included in a public listing of registered participants in BRAG.

I understand the Event routes are public roads shared with motor vehicles, however, to reduce congestion, I agree that motor vehicles associated with me, my family and friends, shall avoid the Event route. I agree that violation of this provision will void my parking and camping privileges and that I may not participate further in the Event. BRAG reserves the right to refuse entrance to this Event to anyone due to a violation of BRAG rules.

I agree, for myself and my successors, that the above representations, agreements, covenants, waivers and indemnities are contractually binding, and are not mere recitals, and that should I or my successors assert any claim in contravention of this Release, the asserting party shall be liable for the expenses (including legal fees, through all level of appeals) incurred by the Released Party or Parties in defending such claim, unless the other party or parties are finally adjudged liable on such claims as a result of gross negligence or willful misconduct. This Release may not be modified orally, and a waiver of, or failure to assert or enforce, any provision hereof shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or as a consent to any subsequent waiver or modification. I further agree that if, in breach of this Release, I institute any judicial

proceedings or any claims against any of the Released Parties in connection with the Event, I shall bring them in the State Court of Cobb County, Georgia or in the United State District Court for the Northern District of Georgia, located in Atlanta, Georgia and I consent to personal jurisdiction in those courts.

I agree that this Release is intended to be as broad and inclusive as permitted by law, and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I certify that I am over the age of 18, and suffer from no legal disabilities and am otherwise legally competent.

If signing this Release as a parent or guardian of the participant named below who is under the age of 18 (the "Child"), I have reviewed the activities described above and the conditions of participation with the Child. The Child wants to participate in the event. I consent to the Child's participation in the Event and the Child and I are willing to assume the risks inherent in the Event. I agree that the Child must be accompanied by an adult on the ride and supervised by an adult at all times during the Event. I consent to the administration of medical assistance, including first aid and the furnishing of first aid supplies, to my Child. I agree **THE TERMS HEREOF SHALL LIKEWISE BIND ME AND MY SUCCESSORS. I PROMISE NOT TO SUE BRAG** or any Released Party or Parties on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the Event.

I UNDERSTAND AND AGREE THAT THERE WILL BE NO REFUND AFTER March 1, 2024.

I HAVE READ AND I UNDERSTAND THIS RELEASE. I VOLUNTARILY AND KNOWINGLY SIGN IT. I UNDERSTAND THAT MY EXECUTION HEREOF IS A MATERIAL INDUCEMENT TO BRAG TO ALLOW ME TO PARTICIPATE IN THE EVENT.

**Your registration will not be processed
unless signed below**

1. If signing for yourself:

Signature of Participant: Check box and Type name Below for binding Electronic Signature per Georgia statute