



RELEASE AND WAIVER OF LIABILITY

For consideration of participation in the _____ (the "Event") to be held beginning on _____, 20____, and ending on _____, 20____, I, _____, waive and release the National Multiple Sclerosis Society ("NMSS"); its chapters; directors; officers; administrators; representatives and executors; past and present employees; volunteers; agents; supervisors; participants; all city and state governments; assigns; all sponsors; their representatives and successors; and other persons involved with the Event (collectively, the "Releasees") from any and all claims, liabilities, or causes-of-action arising out of an injury to me (or my child) and from any and all claims, liabilities, or causes-of-actions arising from my (or my child's) participation in or attendance at the Event.

Inherent and Potential Risks

I understand that the Event involves strenuous physical activity associated with bicycling long distances, potentially over the course of several days. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume all risks associated with participating in the Event, which include but are not limited to risks of injury due to: strenuous physical activity, collisions with other riders, or falling off of my bicycle. I acknowledge that I (or my child) may incur minor injuries, major injuries, and/or catastrophic injuries, including paralysis and death. I assume all risks from: contact with other participants and volunteers; negligent or wanton acts by other participants and volunteers; any defects of road surfaces conditions (including uneven or wet road surfaces or gravel on the road surface); failure of cyclists, vehicles, and non-participants to observe traffic signals or laws; and the effects of weather including high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and/or humidity.

I acknowledge that my participation in the Event may involve an overnight stay and time off of my bicycle during which I am still attending the Event. I assume all risk for any and all activities in addition to cycling that I (or my child) engage in throughout the entirety of the Event, including my (or my child's) safety, from the beginning of the Event to the conclusion of the Event.

I agree to dress myself (or my child) appropriately so as to mitigate risk of physical injury to myself (or my child) including, but not limited to wearing shoes appropriate for the strenuous cycling involved in the Event and dressing in accordance with the weather. I understand that wearing a helmet that satisfies Consumer Product Safety Commission ("CPSC") standards is a requirement to participate in the Event. I agree to wear a helmet that satisfies CPSC standards for the entirety of my participation in the Event.

I agree that the Releasees are not responsible for any personal items or property lost or stolen before, during, or after the Event.

Medical Evaluation

I attest that I am (or my child is) medically and physically able to participate in the Event. If I experience any doubt as to my (or my child's) ability to successfully and safely participate in and/or complete the Event, I take full responsibility for consulting a physician. I attest that if I (or my child) am pregnant; disabled in any way; or have recently suffered an illness, injury, or impairment, I (or my child) did consult or should have consulted a physician prior to participating in the Event.

I consent to emergency medical care and transportation in the event of injury to me (or my child) as medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency, including, but not limited to, negligent emergency rescue operations.

Voluntary Participation

I am fully aware of the risks connected with participation in the Event, whether specifically listed in this Release or not, and I voluntarily elect to participate in the Event knowing that this participation involves these risks. I understand that my participation in the Event as a cyclist may obligate me to a minimum fundraising for the benefit of the National MS Society.



RELEASE AND WAIVER OF LIABILITY

Assumption of Risk, Waiver of Liability, Release, and Covenant Not To Sue

In consideration for being permitted to participate in the Event, I voluntarily agree for myself, my family, heirs, assignees, executors, and administrators to the following:

1. TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF/ACTUAL LOSS OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me (or my child), or any loss or damage to property owned by me (or my child), as a result of participating in the Event.
2. TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND AFFIRM A COVENANT NOT TO SUE WITH the Releasees from/for any and all liability, claims, actions, demands, expenses, attorneys' fees, breach-of-contract actions, breach-of-statutory duty or other duty-of-care, warranty, strict-liability actions, and causes-of-action whatsoever, that I might have and/or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me (or my child), or to any property belonging to me (or my child), while participating in the Event including, but not limited to, any claim that the act or omission was in whole or in part by the negligence or carelessness of the Releasees.

Acknowledgment and Compliance with Rules

I agree to observe all rules and safety procedures that accompany the Event and to abide by any decision of an Event Official, relative to my (or my child's) ability to safely participate in the Event. I agree to exhibit appropriate behavior at all times and to obey all laws. National MS Society Staff and Event Officials may dismiss me (or my child), without refund, should my (or my child's) behavior endanger the safety of or negatively affect the Event and/or any persons, facilities, or properties of any kind.

Severability

I agree that if any portion of this Release is deemed to be invalid, the remainder of the Release will still be binding and enforceable.

Photography Release

I hereby grant full permission to the National MS Society to use, reuse, reproduce, publish, or republish any photographs, motion pictures, recordings, or any other record of my participation in this event; in any medium now known or hereafter developed, alone or in conjunction with other material, without restriction as to changes or alterations; as well as to use my name, voice, likeness, and/or other indicia of identity; for editorial, educational, promotional, advertising, and commercial purposes, including, without limitation, in connection with the solicitation of contributions and the furtherance of the corporate objectives of the National MS Society. Further, I relinquish all rights to, title, and interest in any and all photographs, motion pictures, recordings, or other records of the Event I may take or capture to the National MS Society.

I acknowledge and represent that I have carefully read and understand all terms of this Release and Waiver of Liability.

Full Name: _____ Date of Birth: _____

Address: _____ City: _____ State: _____ Zip: _____

Emergency Contact Name: _____

Emergency Contact Relation: _____

Emergency Contact Phone (during the event): _____

Signature: _____ Date: _____



RELEASE AND WAIVER OF LIABILITY

**THIS PAGE REQUIRED ONLY IF
YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18**

I attest that I am in fact the parent or legal guardian of the above-named participant. I hereby give my approval to this child's participation in the Event. I assume all risks and hazards incidental to such participation; and I hereby waive, release, absolve, indemnify, and agree to hold harmless the Releasees for any claim arising from or any injury to my child and from any and all liability, claims, actions, demands, expenses, attorneys' fees, breach-of-contract actions, breach-of-statutory duty or other duty-of-care, warranty, strict-liability actions, and causes-of-action whatsoever arising out of or connected with my child's participation in the Event. I consent to the foregoing and grant permission for my child to participate in the Event. I attest that my child, the above-named participant, is a minimum of twelve (12) years of age as of the date of the Event and that my child will be accompanied by myself or _____ (the child's "Temporary Guardian") throughout his or her participation in the Event.

I entrust the Temporary Guardian with the health and well-being of my child throughout the duration of the Event.

I attest that I, along with my child, have read the Safety in Group Cycling brochure and understand and will comply with the brochure's contents.

I acknowledge I have carefully read, accept, and agree to the terms of this Release, and know and understand their contents and I sign this document in affirmation of my own free act and deed.

DO NOT SIGN THIS SECTION BUT IN THE PRESENCE OF A NOTARY PUBLIC

Child's Full Name: _____

Parent/Guardian's Full Name: _____

Parent/Guardian's Signature: _____

Date: _____

Notary Public: _____

Date: _____

Affix Seal Here: