

# 2016 Frosty's Fat Bike Series Participant Release Form

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING SUPER INDUSTRIES, LLC DBA FROSTY'S FAT BIKE RACE SERIES, GIBB DOG ENTERPRISES, DBA MAD DOG CYCLES AND THEIR RESPECTIVE AGENTS, EMPLOYEES, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES") FROM LIABILITY. THIS ENTRY BLANK AND RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.

In consideration of the Releasees acceptance of my application for entry in the above event, I hereby freely agree to and make the following contractual representations and agreements.

I acknowledge that cycling is an inherently dangerous sport and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation, the following: the dangers of collision with pedestrians, vehicles, other racers, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, THE RELEASEES' OWN NEGLIGENCE, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with athletic cycling competition.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT SUE the Releasees and the sponsors of this series, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, officials, and employees through or by which the events will be held, (the foregoing are also collectively deemed to be Releasees), FROM ANY and all rights and CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE, which I have or which may hereafter accrue to me and from any and all damages 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 travel to or return from the event.

I agree it is my sole responsibility to be familiar with the race course, the Releasees' rules, and any special regulations for the series. I understand and agree that situations may arise during the race which may be beyond the control of the race officials or organizers, and I must continually ride so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my competition equipment. I will compete wearing a helmet which satisfies the requirements of the Releasees' Racing Rules or Regulations and that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet. I have no physical or medical condition which to my knowledge, would endanger myself or others if I participate in this series, or would interfere with my ability to participate in this series.

I understand that drug testing may be conducted for athletes registered for this event and that the use of blood boosting or substances prohibited by Releasees' rules would make me subject to penalties including, but not limited to, disqualification and suspension. I agree to be subject to drug testing if selected, and its penalties if I fail to comply with the testing or am found positive for the use of a banned substance.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision 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.

Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Today's date \_\_\_\_\_ Age \_\_\_\_\_

Name (print) \_\_\_\_\_

Race Category \_\_\_\_\_

Race Number \_\_\_\_\_

E-mail \_\_\_\_\_

Phone# \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Who to notify in case of an emergency:

\_\_\_\_\_

Phone# \_\_\_\_\_

Signature of entrant:

\_\_\_\_\_

## Consent and Release of Parent or Guardian

I am the parent or guardian of \_\_\_\_\_ (Child). My child is fit for the race, and I consent to my Child's participation. **I HAVE READ AND UNDERSTAND THE ATHLETE'S COMPETITION AND RELEASE AGREEMENT.** In consideration of allowing my Child to participate, I consent to it and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** my heirs, legal representatives, and assignees. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY that I or my Child may allege against the Releasees (including reasonable attorney's fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's participation in this Series of Races, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or others. I PROMISE NOT TO SUE RELEASEES on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in this Series of Races.

Signature of parent or guardian:

\_\_\_\_\_

Name (print) \_\_\_\_\_

Date \_\_\_\_\_