

# **“Three Feet for Pete” - Liability Waiver**

INSTRUCTIONS: Please read carefully before signing this document. This is a release of liability and waiver of certain legal rights. If you do not understand, or are unsure of any of the provisions set forth herein, you should consult with any attorney before signing this document.

## RELEASE OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

Name of Participant: \_\_\_\_\_ Age: \_\_\_\_\_

In consideration of, and as a condition to, being allowed to participate in the Event, the Signatory, as the person participating in the in the Event, or as the parent or legal guardian of the person who will be participating in the Event, agrees to the following:

1. Definitions. For purposes of this Agreement, the terms set forth below are defined as follows:
  - a. “Event” means the road biking occurring on September 16, 2017 in connection with, that event commonly known as the “Three Feet for Pete Safety Awareness Ride.”
  - b. “Participant” means the person who is road biking in the Event.
  - c. “Released Parties” means “Three Feet for Pete”, Clark County, LVMPD, Camping World and Gold Strike Hotel & Gambling Hall and any other entities involved in the Event, their respective officers, employees, agents, representatives, insurance carriers, successors and assigns.
  - d. “Signatory” means the person signing this document (i) who is age 18 or older and the Participant in the Event, or (ii) who is the parent(s) or legal guardian of a Participant under the age of 18.
2. Waiver and Release of Liability. In consideration for being allowed to participate in the Event, the Participant, on behalf of himself or herself, and his or her heirs, executors and administrators, hereby waives and releases any and all rights and claims for damages, including, but not limited to, the loss of his or her bicycle, helmet, or any other item of personal property, that the Participant may have against the Released Parties for any and all injuries suffered by Participant as a result of taking part in the Event. Further, the Participant grants full permission to any and all the foregoing to use any photographs, videotapes, motion pictures,
3. Recordings or any other record of this Event for any legitimate purpose. The Participant understands that he/she is responsible for all personal items including, but not limited to, cameras, cell phones, clothing, bicycles, etc.
4. Assumption of Risk. The Participant agrees and understands that (i) the Event can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH to the Participant; (ii) there are inherent risks associated with strenuous physical exercise or exertion which is required in order to participate in the Event , which may cause falls, injuries and/or death to the Participant; and (iii) such risks include, but are not limited to, equipment failure, rocks of various sizes, uneven and/or slippery conditions, varying weather and surface conditions, varying slopes, loose gravel and dirt, wet surfaces, holes and potholes, debris, other bikes, vehicles, and paved surfaces, the condition of the Participant, dehydration, and changing elevations.

The Participant further agrees and understands that (i) there is a requirement to wear a CPSC/SNELL-approved bicycle helmet at all times while participating in the Event; (ii) a helmet is in no way a guarantee of safety and no helmet can protect the wearer against all foreseeable impacts to the head; (iii) the Event can expose the wearer to forces that exceed the limits of protection provided by this helmet; (iv) the helmet does not guard against injury to the neck, spine or any other part of the body, and (v) these limitations are inherent risks of the Event.

Notwithstanding the risks described herein, and such risks as may not be described herein, the Participant, nevertheless, agrees to ASSUME ALL RISKS associated with his or her participation in the Event.

1. Indemnification. In addition to the assumption of risks set forth in Section 3 above, the Participant AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS the Released Parties, and each of them, from any and all liabilities and/or claims for injury or death to persons or damage to property arising from the Participant's participation in the Event, including claims based on any Released Party's alleged or actual negligence or breach of any express or implied warranty. The Participant agrees to pay all costs and attorney fees incurred by the Released Parties, and each of them, in defending a claim or suit brought by or on behalf of Signatory.

The Participant takes full responsibility for any injury (including death) or loss to the Participant, which Participant may suffer, arising in whole or in part out of the Event.

1. **Covenant not to Sue.** By signing this Agreement, the Participant agrees NOT TO SUE any of the Released Parties, and further agrees that he or she is releasing any right to make a claim or file a lawsuit against any of the Released Parties.
2. **Compliance with Laws.** The Participant agrees to obey all laws of the State of Nevada, Clark County and the local cities through which the Event travels, which may apply to the Participant's participation during this Event, specifically, traffic laws. All traffic signals, devices and other traffic rules that apply to Participant during this Event, unless instructed to the contrary by a law enforcement official.
3. **Representations of Physical Health.** The Participant represents that he or she is in good physical and mental condition and health and there are no special problems associated with Participant's care or which would prevent the Participant from participating in the Event.
4. **Authorization of Medical Treatment.** In the event of an injury to the Participant during the Event, the Participant authorizes each Released Party and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. The Signatory agrees that upon Participant's transport to any such medical facility or hospital that the Released Party shall not have any further responsibility for the Participant. Further, Signatory agrees to pay all costs associated with such medical care and related transportation provided for Participant and will indemnify and hold harmless each Released Party from any such costs incurred, or any related claims.
5. **Minor Participant.** If the Participant is a minor, the Signatory, as the parent or legal guardian of the Participant acknowledges that he or she is also signing this Agreement on behalf of the minor Participant and that minor Participant will be bound by all the terms of this Agreement. The parent or legal guardian understands that he or she is waiving certain rights on behalf of the minor that the minor otherwise may have, and that without his or her agreeing to the terms of this Agreement, the minor Participant would not be permitted to participate in the Event.
6. **Participant's Representation.** By signing this Agreement without a parent or guardian's signature, the Signatory represents that(i) he or she is at least 18 years of age or, if signing as the parent or guardian of the Participant, or (ii) you are the legal parent or guardian of the minor Participant.
7. **Miscellaneous.** This Agreement will be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

***I HAVE CAREFULLY READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.***

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PRINTED NAME OF PARTICIPANT

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PARTICIPANT SIGNATURE

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NAME OF PARENT OR LEGAL GUARDIAN

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PARENT/GUARDIAN SIGNATURE

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EMAIL ADDRESS

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DATE

EMERGENCY PHONE NAME/NUMBER