

## Texas 4000 for Cancer ATLAS Ride RELEASE AND WAIVER OF LIABILITY

For consideration of participation in the ATLAS Ride event I waive and release Texas 4000 for Cancer (Texas 4000), its officers, directors, past and present employees, contractors, organizers, volunteers, agents, supervisors, participants, all city and state governments, assigns, providers of facilities and provisions, all sponsors, beneficiaries, donors, their representatives and successors and other persons (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 cause of actions arising from my (or my child's) participation or attendance in this event.

### Inherent and Potential Risks

I understand that the Event involves strenuous physical activity. 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 relating to the risk of strenuous physical activity. I acknowledge that I (or my child) may incur minor injuries, major injuries, and catastrophic injuries including paralysis and death. I assume risks from contact with other participants and volunteers, collisions with other participants, vehicles, animals, and pedestrians, negligent or wanton acts of other participants and volunteers, failure of other participants, volunteers and non-participants from observing the guidelines of the Event or any applicable laws, any defects of conditions of premises, and the effects of weather including high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and/or humidity.

I assume all risks associated with consuming any food or drink available at the event. I am solely responsible for any adverse health effects from food or beverage consumption, regardless of any allergy, known or unknown, that I (or my child) may have.

I agree to dress myself (or my child) appropriately as to mitigate risk of physical injury to myself (or my child) including, but not limited to: wearing shoes appropriate for strenuous cycling involved in the ATLAS Ride; and dressing in conjunction with the weather. I understand that wearing a helmet that satisfies Consumer Product Safety Commission ("CPSC") standards is a requirement to participate in the ATLAS Ride. I understand that it is my responsibility to provide my own "ANSI" or "SNELL" approved helmet during my participation in the bike ride of ATLAS Ride.

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

I agree not to bring a weapon of any kind to the event, including all Texas 4000 sponsored pre and post event activities.

### Medical Evaluation

I attest that I (or my child) am medically and physically able to participate in the ATLAS Ride. If I experience any doubt as to my (or my child's) ability to successfully and safely participate in

and/or complete the ATLAS Ride, 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) should have or did consult a physician prior to participating in the ATLAS Ride.

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 ATLAS Ride, whether specifically listed in this Release or not, and I voluntarily elect to participate in the ATLAS Ride knowing that this participation involves these risks.

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

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

1. TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF 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 ATLAS Ride.
2. TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE the Releasees from any and all liability, claims, actions, demands, expenses, attorney 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 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 ATLAS Ride including, but not limited to, any claim that the act or omission complained of was caused 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 ATLAS Ride 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, including all applicable state and local laws and regulations governing cyclists. Texas 4000 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 an event, person, facility, or property 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 Texas 4000 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 Texas 4000. Further, I relinquish all rights, title, and interest in any and all photographs, motion pictures, recordings, or other records of the ATLAS Ride I may take or capture to Texas 4000.

### Safety Requirements:

I acknowledge and will comply with the Safety Requirements listed below.

All riders must obey all state and local traffic laws.

All riders must obey all Law Enforcement Personnel, Bike Ride Officials and Volunteers.

All riders must wear and display their rider number bib at all times while on the bike route.

All riders must practice appropriate cycling and safety etiquette at all times during the event.

All riders must wear a bicycle helmet that complies with the US Consumer Products Safety Commission safety standard, specifically "ANSI" or "SNELL" approved helmets.

Headphones, cell phones, ear buds, radios and similar audio devices used in, on or around the rider's head or ears are not permitted while riding. (Tandem communication accessories are allowed.)

The ATLAS Ride is exclusive to cyclists ONLY based on required route safety and support. Any other type of athletic activity is not allowed; this includes, but is not limited to, running, walking, inline skates (Rollerblades) and quad skates (roller skates), etc.

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