

## **MCPc FUNDO PARTICIPANT WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT FOR MINOR RIDER**

As a condition to Bike Cleveland and the Greater Cleveland Sports Commission accepting the registration of and allowing the Minor Rider to participate in the MCPc Fundo bicycling ride and its related events and activities (collectively "MCPc Fundo"), I understand, acknowledge, represent and agree as follows:

1. I am registering \_\_\_\_\_, a person who will be not more than eighteen (18) years of age by September 13th, 2015 (the "Minor Rider") to participate in the MCPc Fundo.
2. I represent and warrant that I have full legal authority to complete this registration on behalf of the Minor Rider.
3. I am the parent or legal guardian of the Minor Rider and I have the legal authority to enter into this agreement on the Minor Rider's behalf and, by proceeding with registering the Minor Rider, I agree that the terms of this Waiver, Release of Liability and Assumption of Risk Agreement shall apply equally to the Minor Rider. I also agree that, by registering the Minor Rider, the Minor Rider and I consent to the collection of the Minor Rider's information, which I am providing for purposes of registration.
4. On behalf of myself and the Minor Rider, we understand that while the Minor Rider is participating in the MCPc Fundo, the Minor Rider will be using public streets and facilities where many hazards exist and the Minor Rider and I are aware of and appreciate the risks that may result including the risk of serious injury or death.
5. On behalf of myself and the Minor Rider, we understand that the risk of injury to Minor Rider from Minor Rider's participation in the MCPc Fundo is significant, including the potential for severe dehydration, permanent injury, paralysis, and death, and while particular rules, safety initiatives, equipment and personal discipline may reduce this risk, the risk of serious injury or death still exists.
6. On behalf of myself and the Minor Rider, we KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, associated with the Minor Rider's participation in the MCPc Fundo and, understanding such risks, we represent that the Minor Rider voluntarily desires to participate in the MCPc Fundo.
7. On behalf of myself and the Minor Rider, TO THE FULLEST EXTENT PERMITTED BY LAW, WE KNOWINGLY AND FREELY ASSUME ALL RISKS RELATED TO THE MINOR RIDER'S PARTICIPATION IN MCPc FUNDO , BOTH KNOWN AND UNKNOWN AND EVEN IF SUCH RISKS ARISE FROM THE RECKLESS OR NEGLIGENT CONDUCT OF THE RELEASEES (DEFINED BELOW) OR THE INTENTIONAL, RECKLESS OR NEGLIGENT CONDUCT OF OTHERS, AND REGARDLESS OF WHETHER SUCH RISKS ARE COVERED BY PERSONAL HEALTH INSURANCE OR OTHER TYPES OF INSURANCE AND I ASSUME FULL RESPONSIBILITY FOR THE MINOR RIDER'S PARTICIPATION IN THE MCPc FUNDO.
8. On behalf of myself and the Minor Rider, we acknowledge and agree that we are solely responsible for the Minor Rider's personal health and safety and for the personal property that the Minor Rider brings with him or her.
9. On behalf of myself and the Minor Rider, we represent that the Minor Rider is physically capable of participating in the MCPc Fundo. If we are aware of, or if the Minor Rider is under treatment for any physical infirmity, ailment or illness, we will obtain the Minor Rider's medical care provider's approval for the Minor Rider to participate in the MCPc Fundo and I will maintain health insurance covering the Minor Rider while the Minor Rider is participating in the MCPc Fundo. We may be asked to provide a doctor's note or other proof that a primary health care provider has permitted the Minor Rider to participate in the MCPc Fundo. The Minor Rider may be asked to alter or conclude his or her ride if in the judgment of the on-site personnel the Minor Rider presents a safety risk to self or others.
10. On behalf of myself and the Minor Rider, we consent to treatment in the event of an emergency or other incident if, in the judgment of the on-site personnel, the Minor Rider requires medical care.
11. On behalf of myself and the Minor Rider we agree that the Minor Rider will read all of MCPc Fundo's rules of participation and all safety materials provided by MCPc Fundo.
12. On behalf of myself and the Minor Rider, we agree that, at all times while participating in the MCPc Fundo, the Minor Rider will abide by all rules and regulations established by the MCPc Fundo organizers, staff and support personnel as well as all traffic laws and local vehicle codes and all rules of the road for bicyclists, including but not limited to the following:
  - Helmet must be worn at all times while riding.
  - Obey all traffic signs, signals, and rules of the road at all times.
  - Headphones, iPods and radios are strictly prohibited while riding.
  - Obey instructions from all law enforcement personnel.

- Obey instructions from the MCPc Fundo staff, road crew and volunteers.
- The MCPc Fundo is not a race and should not be treated as a race at any time or under any circumstances.

13. On behalf of myself and the Minor Rider, we agree that, if I or the Minor Rider observe any unusual significant hazard during the MCPc Fundo, the Minor Rider or I will immediately bring such hazard to the attention of the nearest official.

14. On behalf of myself and the Minor Rider, we agree that the Minor Rider will not ride with an infant or another child in a seat attached to the Minor Rider’s bicycle or any other riding apparatus at any time during the MCPc Fundo.

15. On behalf of myself, the Minor Rider and any and all heirs, assigns, personal representatives, administrators, estate and next of kin, we HEREBY VOLUNTARILY, IRREVOCABLY AND FOREVER: (i) RELEASE, Bike Cleveland, each sponsor of the MCPc Fundo, each funding partner of the MCPc Fundo, each vendor providing goods or services to the MCPc Fundo, each owner and/or lessor of any premises, property or piece of equipment used to conduct the MCPc Fundo, each of the foregoing parties' respective affiliates, and each of the foregoing parties' respective current and former owners, partners, members, officers, directors, trustees, advisors, consultants, employees, agents, volunteers, officials, representatives, successors, assigns and other participants (collectively, "RELEASEES"), FROM ANY AND ALL LIABILITY WHATSOEVER, INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY AND ALL INJURIES, DISABILITIES, DEATH, LOSSES OR DAMAGES TO PERSON OR PROPERTY, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE MINOR RIDER’S PARTICIPATION IN MCPc FUNDO, WHETHER OR NOT CAUSED BY ANY ACT OR OMISSION OF THE RELEASEES INCLUDING RECKLESSNESS, ACTIVE OR PASSIVE NEGLIGENCE, OR OTHER FAULT OF THE RELEASEES, to the fullest extent permitted by law; (ii) WAIVE ANY RIGHT TO SUE OR MAKE ANY DEMAND WHATSOEVER against any RELEASEE for any damages or losses arising, directly or indirectly, in connection with the Minor Rider’s participation in MCPc Fundo; (iii) AGREE NEVER TO SUE ANY RELEASEE asserting any claim for damages or losses suffered, directly or indirectly, in connection with the Minor Rider’s participation in the MCPc Fundo; and (iv) AGREE TO INDEMNIFY AND HOLD EACH RELEASEE HARMLESS from any and all claims, demands, suits, damages, expenses, costs, liabilities, judgments, settlements and losses of any and every kind suffered or incurred by any RELEASEE and arising, directly or indirectly, in connection with the Minor Rider’s participation in the MCPc Fundo.

16. On behalf of myself and the Minor Rider, we understand that the Minor Rider’s name, photograph, voice or likeness to the extent obtained during or in connection with the Minor Rider’s participation in MCPc Fundo may be used by the RELEASEES for any legitimate purpose, including but not limited to use on websites or in publications, displays, newspapers, magazines, advertisements, reports, videotapes, audiotapes and other media. On behalf of myself and the Minor Rider, we consent to and authorize, in advance, all such uses and waive all rights of privacy we have in connection therewith. We further understand that we will not be compensated for any such use. On behalf of myself and the Minor Rider, we also agree to release the RELEASEES from any and all liability arising out of or connected to the use of the Minor Rider’s name, photograph, voice or likeness as stated above.

17. On behalf of myself and the Minor Rider, we understand that this Waiver, Release of Liability and Assumption of Risk Agreement insures to the express benefit of the RELEASEES and may be relied upon and enforced by any RELEASEE. We also understand that the effectiveness of this Waiver, Release of Liability and Assumption of Risk shall indefinitely survive the Minor Rider’s participation in the MCPc Fundo. This Waiver, Release of Liability and Assumption of Risk Agreement shall be governed by the laws of the State of Ohio.

ON BEHALF OF MYSELF AND THE MINOR RIDER, I HAVE CAREFULLY READ THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND ITS TERMS. BY SIGNING THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I AM KNOWINGLY AND VOLUNTARILY AGREEING TO ALL OF ITS TERMS ON BEHALF OF MYSELF AND THE MINOR RIDER AND UNDERSTAND THAT BY AGREEING TO ALL OF THE TERMS OF THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT ON BEHALF OF MYSELF AND THE MINOR RIDER, THE MINOR RIDER AND I ARE WAIVING SIGNIFICANT LEGAL RIGHTS.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

As Parent or Legal Guardian of: \_\_\_\_\_

Date: \_\_\_\_\_