

RIDER'S WAIVER, LIABILITY RELEASE, AND ASSUMPTION OF RISK

READ THE TERMS AND CONDITIONS BEFORE ACCEPTING

In consideration of being allowed to participate in any way in the "Pedal for People" bike event, its related events and activities (the "Event"), and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, I, understand, acknowledge, and agree with all terms and conditions contained herein (collectively "Terms"). Further, I acknowledge my acceptance of these Terms by completing the registration form, selecting a tee shirt size, and by paying to ride.

I agree, represent and warrant the following: 1. The risk of injury from the activities involved in this Event is significant including, but not limited to, the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury exists throughout the Event; and, 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and, 3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and immediately bring such to the attention of Kess Creates, Inc. which is the Florida not-for-profit corporation that is running the Event; and, 4. I, for myself and on behalf of my successors, assigns, heirs, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, SAVE, AND HOLD HARMLESS Kess Creates, Inc. including, but not limited to, its officers, directors, officials, agents, employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity (collectively the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ACCEPTING THE TERMS, AND I ACCEPT THE TERMS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

If the rider is a minor then a parent must register the minor, pay for the rider, and accept the Terms through the registration process. PARENT/LEGAL GUARDIAN OF PARTICIPANTS OF MINORITY AGE. This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, successors, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in the Event as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.