

## **Release of Liability and Assumption of All Risks**

I am voluntarily participating in the Bo Bikes Bama charity ride being held on April 27, 2019 (the "Ride") with the knowledge that there are inherent risks involved, including but not limited to: traveling on or crossing heavily traveled roads, winding roads, steep descents; bad road conditions, including potholes; accidents; unexpected moves of another rider; fatigue; flat tires and breakdown of equipment; motorists; injury or death; negligence on the part of the Released Parties (defined below) or others; negligence on my part; physical exertion for which I am not prepared; forces of nature; civil unrest; acts of terrorism; criminal activity; force majeure; inclement weather; lack of or limited access to medical attention; inadequacy of medical attention once provided; and lost, stolen or misplaced property. I recognize that such risks may be present before, during and after the Ride in which I am participating under the arrangements made by Trek Travel and its agents and associates. I hereby accept all the responsibilities for my own safety and welfare notwithstanding the inherent risks involved.

I acknowledge that in exchange for my donation and by executing this Release of Liability and Assumption of All Risks ("Release"), I am allowed to participate in the Ride. Therefore, as lawful consideration for the right to participate in the Ride, I hereby fully assume responsibility for my own welfare and accept any and all risks associated with the Ride, including but not limited to delay, inconvenience, unanticipated events, mental or physical illness or injury or death, and do hereby release and discharge Trek Travel, LLC; Trek Bicycle Corporation; B3, LLC; Vincent E. "Bo" Jackson; Bo Jackson Enterprises, Inc.; Big Communications and Marketing, Inc.; The United Way; Auburn University; NIKE, Inc., including their affiliates and subsidiaries as well as their respective officers, directors, associates, shareholders, employees, agents, representatives, contractors, successors, assigns, and insurers, as well as all other sponsors of the Ride, advertisers, suppliers, volunteers, and staff (collectively the "Released Parties") from and against all liability, actions, claims, and demands for any damages based on negligence that may arise from my participation in the Ride. I agree further that this Release and the obligations herein shall be legally binding upon me personally, all members of my family including all minors traveling with me, my heirs and the heirs of all minors traveling with me, successors, assigns and legal representatives. It is my intention to assume fully all the risks associated with this Ride.

I acknowledge that I have read the terms of this Release and have had the right to ask any questions about the meaning or impact of signing below. I understand that not signing this Release would result in payment of a higher registration fee to account for the costs of potential lawsuits and legal exposure. I have elected not to pay a higher registration fee (\$500) and have chosen to assume all risks arising from negligent conduct instead of pursuing legal claims against the Released Parties. By signing below, I have negotiated the terms of my participation in the Ride by agreeing to pay the standard registration fee with this Release instead of paying a higher registration fee without this Release.

I warrant that I am competent to ride safely and that my bicycle and equipment are in safe working condition. I understand that Trek Travel reserves the right to deny participation to any person deemed unsuitable or unfit to participate in the Ride or to ask a participant to leave the Ride if Trek Travel determines that the participant's continued participation would prove detrimental to the individual or is not compatible with the well-being and enjoyment of the other participants.

I understand that a helmet is required at all times during the Ride and I hold Released Parties harmless for any injury from my failure to wear a helmet or improper wearing of a helmet. I agree to abide by all applicable state and local traffic laws and regulations.

Alabama Bicycle Riding Laws are as follows:

### **§32-5A-260 – Traffic laws apply to persons riding bicycles.**

Every person riding a bicycle upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by this chapter, except as to special regulations in this article and except as to those provisions of this chapter which by their nature can have no application.

### **§32-5A-263 – Riding on roadways and bicycle paths.**

Every person operating a bicycle upon a roadway shall ride as near to the right side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction. Person riding bicycles upon a roadway shall not ride more than two abreast except on paths or parts of roadways set aside for the exclusive use of bicycles. Wherever a usable path for bicycles has been provided adjacent to a roadway, bicycle riders shall use such path and shall not use the roadway.

### **§32-5A-52 – Driving upon sidewalk.**

No person shall drive any vehicle (including a bicycle) upon a sidewalk or sidewalk area except upon a permanent or duly authorized temporary driveway.

### **§32-5A-282 – Purpose.**

The purpose of this article is to reduce the incidence of disability and death resulting from injuries in bicycling accidents by requiring that, while riding on a bicycle on public roadways, public bicycle paths, or other public rights-of-way, all operators and passengers who are under 16 years of age to wear approved protective bicycle helmets, and by requiring that all bicycle passengers who weigh less than 40 pounds or are less than 40 inches in height be seated in separate restraining seats.

### **§32-5A-262 – Clinging to vehicles.**

No person riding upon any bicycle shall attach the same or himself to any vehicle upon a roadway.

**§32-5A-191 – Driving while under the influence of alcohol, controlled substance, etc.**

A person shall not drive or be in actual physical control of any vehicle (including a bicycle) while under the influence of alcohol and/or a controlled substance to a degree which renders him or her incapable of safely driving.

I understand and agree that jurisdiction over any dispute arising out of this Release and all matters relative to my participation in the Ride shall be exclusively in the courts of the state of Wisconsin. If any court determines that any portion of this Agreement is null and void, the remaining portions of the Agreement shall remain valid, enforceable and binding on all parties.

I have read carefully this Agreement and understand fully its contents. I understand and accept that this is a contract between myself and Trek Travel and/or its affiliated agencies, suppliers, associations and organizations and I am signing it of my own free will and in its entirety. I agree that signatures exchanged by facsimile shall be binding as originals.

**Your participation in the Bo Bikes Bama Ride will not be confirmed until the Release is complete and includes your signature. I acknowledge that I have read and understand the terms of this Release and Alabama Bicycle Riding Laws.**

I certify that:

I am over the age of majority (18 years of age or older in most states), or  I have my parent's or legal guardian's consent as indicated below.

\_\_\_\_\_  
PARTICIPANT SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE SIGNED

IF THE PARTICIPANT IS A MINOR, THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN MUST READ AND SIGN BELOW:

I am the parent or legal guardian of the above-named participant, and I agree that the participant may take part in the Ride. On behalf of the participant, I hereby irrevocably and unconditionally agree to all of the terms of this Participant Release Form. I also, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge the Released Parties (defined above) from any and all claims or causes of action I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property, whether arising from the negligence of any or all of the Released Parties or otherwise, to the fullest extent permitted by law.

\_\_\_\_\_  
PARTICIPANT SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE SIGNED

