

# ***TOUR DE CRÈME***

***MAY 20, 2018***

## **RELEASE, COVENANT NOT TO SUE AND ASSUMPTION OF RISK AGREEMENT FOR RIDERS**

In consideration for accepting entry and participation in the Tour de Crème,

I hereby acknowledge, agree and represent that I understand and specifically acknowledge the nature and risks inherent in cycling, including but not limited to serious bodily injury, permanent disability, paralysis, and death, and other social and economic losses not readily foreseeable at this time. I knowingly and freely accept and assume all of those risks.

In addition, I knowingly and freely accept the risks of traveling to, from and between Tour de Crème event locations over public roads upon which hazards are to be expected.

Further, I attest and certify that I am physically fit and capable of cycling the entire length of the route I have chosen. I further attest and certify that my physical fitness to complete this event has been verified by a licensed physician or medical doctor within the past 12 months.

I further attest and certify that in the event Tour de Crème officials determine that I am unable to complete the route in a safe or timely manner, Tour de Crème officials may remove me from the route.

I willingly agree to abide by any stated and/or customary terms and conditions for participation in the Tour de Crème and to exercise reasonable care in such participation. If, however, I observe any unusual condition or hazard during my participation, I will remove myself from participation and immediately bring such to the attention of the nearest, appropriate person and/or people.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and discharge and covenant not to sue either (1) the Mattapoisett Land Trust, Inc., its trustees, officers, officials, agents and employees or (2) the Friends of the Mattapoisett Bicycle and Recreational Path, its trustees, officers, officials, agents and employees, or (3) the League of American Bicyclists, its respective administrators, directors, agents, officers, members, volunteers, and employees, or (4) other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Tour de Crème takes place, ("Releasees") with respect to any and all injury, disability, death, or loss or damage to persons or property, arising from my participation in the Tour de Crème and not arising out of the gross negligence of the Releasees, to the fullest extent permitted by law, provided that the foregoing exception does not affect the scope or effect of the Agreement with respect to any Releasees who or which is not grossly negligent.

I hereby grant permission to the Releasees to take and use photographs and/or digital images of me for use in news releases, promotional and/or educational materials. These materials might include printed or electronic publications, Web sites or other electronic communications. I further agree that my name and identity may be revealed in text or commentary in connection with the images(s). I authorize the use of these images without compensation to me. All negatives, prints, and digital reproductions shall be the property of the Releasees.

I have read and understood the above Release, Covenant Not to Sue and Assumption of Risk Agreement and agree freely and voluntarily without any inducement. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY CONSENTING TO THIS AGREEMENT. I agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. I also understand that the Releasees are relying on my agreement to the terms hereof in permitting me to participate in the Tour de Crème only upon such agreement.

\_\_\_\_\_  
RIDER SIGNATURE

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

\_\_\_\_\_  
AGE

Print Rider Name: \_\_\_\_\_

**FOR PARENTS/GUARDIANS OF RIDERS UNDER AGE 18:**

THIS IS TO CERTIFY THAT I, AS PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS RIDER, DO CONSENT AND AGREE TO HIS/HER RELEASE AND OTHER TERMS OF THIS AGREEMENT AS PROVIDED ABOVE WITH RESPECT TO THE NAMED RELEASEES.

\_\_\_\_\_  
PARENT / GUARDIAN SIGNATURE

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

Print Parent /Guardian Name: \_\_\_\_\_