

TOUR DE CRÈME

MAY 19, 2019

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.

