

**2019 Oktoberfest Ride
Assumption of Risk, Release of Liability,
Covenant Not to Sue and Indemnity Agreement**

In consideration of Kermesse Sport LLC allowing me to participate in this event and any and all activities related to or connected with any event, including travel to and from (collectively the "Event"), whether as a rider, official, coach, mechanic, volunteer, spectator, staff member, or otherwise, I, for myself, my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree as follows:

1. Assumption of Risk. I am aware that cycling involves inherent risks, including but not limited to collision with pedestrians, vehicles, other participants, animals, and fixed or moving objects; imperfect course conditions; surface hazards, including pot holes; equipment failure; inadequate safety equipment; use of equipment or materials provided by the Event organizer and others; and weather conditions. I fully understand that participating in the Event is an extreme test of a person's physical and mental limits and may involve the risk of serious injury or death, economic loss, property damage or loss that may result from my own actions, inactions or negligence, and also from the actions, inactions or **negligence of others**. I understand and voluntarily assume these risks.

2. Release of Liability. I hereby forever **release, waive, and discharge** Kermesse Sport LLC, and each of their respective officers, directors, agents, employees, volunteers, independent contractors, officials, event directors, and affiliates as well as the sponsors, organizers, property owners, law enforcement agencies, and public entities, that are connected with the Event, and each of their respective officers, agents, employees, and volunteers (collectively, "Releasees") from **any and all claims that may arise out of or are related to my participation in the Event, including claims arising from the ordinary negligence of Releasees**.

3. Covenant Not to Sue and Indemnity Agreement. I will not make any claim against Releasees for injury, damage, death or any other loss arising from or related to my participation in the Event. I understand that if I attempt to sue Releasees in violation of this agreement, **Releasees may seek to recover all of their costs, including legal fees**. I agree to **indemnify, hold harmless, and defend** Releasees from and against any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by me or any other person in any way connected to, related to, or arising out of my participation in the Event.

4. Health. I represent that I am in good health and proper physical condition to safely participate in the Event. I acknowledge that it is my sole responsibility to make such determination and that I am responsible for my own well-being at all times while participating in the Event.

5. Rules; Regulations; Equipment. I agree to be familiar with and abide by the rules and regulations established by the Event, including the rules of the road established by the Commonwealth of Pennsylvania, and any special regulations for the Event. I agree to be familiar with the Event course. I agree to ride and participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment and any equipment provided for my use. I will wear a helmet of my choice, and I assume all responsibility for the selection of such a helmet.

6. Governing Law; Jurisdiction; Severability. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction). Any legal suit, action, or proceeding arising out of or relating to this agreement shall be instituted in courts of the Commonwealth of Pennsylvania located in Bucks County. If any provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement or invalidate or render unenforceable any other provision in any other jurisdiction.

I have carefully read the foregoing and fully understand its terms. I attest that I am 18 years of age or older (19 if in Alabama). I understand that I am giving up substantial rights, including my right to sue Releasees for injuries resulting from the inherent risks of cycling and the ordinary negligence of Releasees. I acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent permitted by law.

Printed Name of Participant

Signature of Participant

Date

PARENTAL/LEGAL GUARDIAN CONSENT

I attest that I am the parent or legal guardian of the minor participant named above. I have carefully read the foregoing and agree to all of the terms.

Printed Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Date