

## Gran Fondo National Series Registration, Release, and Waiver of Liability Agreement

**Read this document carefully and completely before signing. This document has legal consequences, will affect your legal rights, and will limit or eliminate your ability to bring future legal actions.**

In consideration of being allowed to participate in or volunteer for the above Gran Fondo National Series event, including related programs (collectively, the “Event”), I understand, acknowledge, and agree as follows:

I certify that (a) I am (and if applicable, my minor(s) associated with this registration are) physically fit, have sufficiently trained and prepared for this Event, and have not been advised otherwise by a qualified medical person or other healthcare provider, and (b) I (and if applicable, my minor(s) associated with this registration) have no physical or medical condition that would endanger myself, themselves, or others if I (and if applicable, my minor(s) associated with this registration) participate in the Event or that would interfere with my or their ability to safely participate in the Event.

1. I acknowledge that this athletic Event is an extreme test of a person’s physical and mental limits that (a) will expose me (and if applicable, my minor(s) associated with this registration) to many hazards and (b) entails both obvious and hidden dangers that may result in serious injury, including but not limited to paralysis, disability, and death, and may also result in property damage or loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, lack of hydration, equipment, vehicular traffic, and actions of other people including, but not limited to, participants, coaches, spectators, journalists, Operators, Event officials, monitors, holders, sponsors, and producers, and Governmental Bodies and each of their respective parent, subsidiary and affiliated companies, licensees, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, and volunteers (all such other people, collectively, the “Released Parties”). “Operators” collectively means Gran Fondo National Series and its owners, operators, managers, members, independent contractors, employees, volunteers, partners, agents, and representatives. “Governmental Bodies” collectively means any state, city, town, county, and other governmental bodies and municipal agencies whose property or personnel are used or in any way assist in locations in which the Event or segments of the Event take place. The risks are not only inherent to athletes but also are present for volunteers and support staff.
2. I, for myself, for my minor(s) associated with this registration (if any), and on behalf of my and their respective heirs, assigns, and personal representatives (collectively, the “Releasors”), hereby knowingly and freely assume all risks, known and unknown, to the fullest extent of the law, that arise from or relate to participating or volunteering in this Event even if arising from the negligence of any Released Parties.
3. **THE RELEASORS HEREBY WAIVE, RELEASE, AND DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LAWSUITS, AND INJURIES OF EVERY KIND AND NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO DEATH, DISABILITY, PARALYSIS, PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY THEFT, OR OTHER LOSS OR DAMAGE TO PERSON OR PROPERTY) ARISING OUT OF OR RELATING TO THE PRESENCE OR PARTICIPATION OF A RELEASOR AT THE EVENT OR FROM A RELEASOR TRAVELING TO AND FROM THE EVENT, WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE (BUT THIS RELEASE SHALL NOT EXTEND TO GROSS NEGLIGENCE OR**

**WILLFUL MISCONDUCT) TO THE FULLEST EXTENT PERMITTED BY LAW (COLLECTIVELY, "RELEASED CLAIMS"), AND (B) RELEASORS COVENANT NOT TO SUE ANY RELEASEE REGARDING ANY RELEASED CLAIM.**

4. The Releasors will and hereby does indemnify and hold harmless the Released Parties from any and all liabilities or claims made by other individuals or entities as a result of any of my actions or inactions during this Event.
5. Gran Fondo National Series and any of its agents, employees, volunteers, contractors, partners, affiliates and designees, any organizer or sponsor of the Event, and any Event volunteer has my permission and authority to address and treat medical conditions and emergencies for me and my minor(s) associated with this registration, if any, as they deem appropriate or advisable, and I agree to pay be responsible for, and assume liability for any and all charges and costs incurred for such treatment, including but not limited to medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services, and I will indemnify Gran Fondo National Series and the other Operators against such charges and costs.
6. I and my minor(s) associated with this registration, if any, will abide by any decision of any race official as to my ability to safely complete the Event.
7. I have read, understand, and agree to abide by, and cause my minor(s) associated with this registration, if any, to abide by, the rules of the Event as published on the Event website <http://www.granfondonationalseries.com/>. I know that music players such as MP3 or similar devices are not allowed on this Event. I certify that my bike and my minor(s) bike is properly maintained and equipped for the Event and that I and they will only use a bike that is within the Event rules.
8. ***I hereby authorize Gran Fondo National Serie , any of its agents, employees, volunteers, contractors, partners, affiliates and designees, or sponsors of this event or related activities, the right to use my and my minor associated with this registration, if any, name, likeness, photograph, video, voice, for publicity, advertising, promotion, and other commercial purposes in any media, worldwide, including but limited to uses for marketing and promotion of products and services and to create videos and programs, all without further payment or consideration to myself or my minor(s).*** I understand I or my minor(s) may be photographed, filmed, and videotaped. I agree to allow my and my minor(s) name, photo, video, or film likeness to be used for any legitimate purpose by Event holders, producers, partners, sponsors, organizers, and assigns.
9. I understand that Gran Fondo National Series reserves the right, in its sole and complete discretion, to deny entry, revoke the entry application of any applicant at any time, or to disqualify any individual from the Event. Applicant expressly waives any claim for damages arising from the denial or revocation of an entry application exceeding the amount of the entry fee.
10. I acknowledge and agree that Gran Fondo National Series, in its sole and complete discretion, may delay, modify, or cancel the Event if it believes the conditions on any Event day are unsafe. If the Event is delayed, modified, or cancelled for any reason, including but not limited to acts of God or the elements (including without limitation, wind, fog, rain, hail, hurricane, tornado, or earthquake), acts of terrorism, fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, epidemics, pandemics, or any other cause beyond the control of Gran Fondo National Series, there shall be no refund of entry fee or any other costs incurred in connection with the Event.

11. This Registration, Release, and Waiver of Liability Agreement (a) may be used by the Event holders, sponsors, partners, employees, contractors, affiliates, and organizers, in any event in which I or my minor(s) participate, and it will govern my actions at said events, (b) is to be binding on my and my minor(s)' heirs and assigns, and (c) will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I certify that I have read or have had the opportunity to read this document, I have consulted or have had the opportunity to consult with legal counsel, and I understand or will be deemed to understand this document's content.
12. I will return the timing chip provided to me (and if applicable, my minor(s)) for this Event to the promoters at the end of the Event or before I leave the Event. Failure to timely return a timing chip will result in a \$100 charge per chip, for which fee I will be liable.
13. All roads are open to traffic, and I and my minor(s) will obey all applicable traffic laws.
14. I understand there are NO REFUNDS.
15. During this Event, I and my minor(s) will wear a face mask if and when instructed to do so, and I and my minor(s) will use hand sanitizer and follow other COVID protocols as requested by the Event director.
16. I give permission to the Event organizers to communicate with me using the email address that I used to registered for this Event.

I have been afforded the opportunity to ask for any explanations and to ask any questions concerning this document before signing it, and I warrant that have not been given any other information, oral or written, that in any way changes the above information. Any unenforceable provision shall be severed from this agreement or modified to the extent necessary so that the remaining portions may be enforced to the fullest extent of the law.

I HAVE READ THIS REGISTRATION, RELEASE, AND WAIVER OF LIABILITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IT IS MY INTENTION TO EXEMPT AND RELIEVE THE OPERATORS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY ANY CAUSE, INCLUDING NEGLIGENCE.

I HEREBY AFFIRM THAT (A) I AM EIGHTEEN (18) YEARS OF AGE OR OLDER AND AM THE CUSTODIAL PARENT OR LEGAL GUARDIAN OF THE MINOR(S) ASSOCIATED WITH THIS REGISTRATION, IF ANY, (B) I AM (AND, IF APPLICABLE, MY MINOR ASSOCIATED WITH THIS REGISTRATION ARE) UNDER NO LEGAL DISABILITY, (C) I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND I INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT.