

## RELEASE OF LIABILITY

It is mandatory that riders and volunteers read this release before registering for the Tour De Durango Ride.

I acknowledge that participating in the Tour De Durango is a potentially hazardous activity and that I should not enter and participate in any manner unless I am medically and physically able and properly trained. I further acknowledge that I, and I alone, am solely responsible for my personal health and safety and the personal property I bring with me. I understand that I will be using public streets and facilities where many hazards exist, and I am aware of and appreciate the risks that may result. I am also aware that accidents may occur during the Tour De Durango and that I may be seriously injured or killed as a result.

I verify that I am physically fit and that my physical condition has been, or will be, verified (prior to the Tour De Durango) by a licensed medical practitioner. If I am a rider, I verify that I have, or will, train sufficiently to participate in the Tour De Durango. If, however, as a result of my participation in the Tour De Durango, I require medical attention, I give my consent to the authorized medical personnel of the Tour De Durango to provide such medical care as is deemed necessary by such authorized personnel. I also understand that I will be financially responsible for the costs of any medical treatment. I verify that I have adequate medical insurance or will have such insurance at the time of the Tour De Durango.

I will abide by all rules and regulations established by the Tour De Durango organizers and personnel as well as State and local vehicle codes. I agree to wear a properly fitted and adjusted ASTM-, ANSI-, CPSC- or SNELL-certified helmet while riding. I further agree that my participation in the Tour De Durango is subject to the sole discretion of the organizers and medical personnel of the Tour De Durango and that my participation may be limited or terminated for medical or other safety-related reasons.

In consideration of your acceptance of this entry, I, intending to be legally bound, for myself, my heirs, assigns, next of kin, personal representatives, executors and administrators, waive and release the Tour De Durango, their organizers, volunteers, designated beneficiaries, sponsors, officials, service providers, participating clubs, communities, organizations, friends of the Tour De Durango and all other government or public entities and all of their respective representatives, successors, directors, officers, agents, employees, members and assigns from any and all liability and claims arising from injury, death, illness, property damage or any loss suffered or sustained by me which is in any way associated with my selection for, participation in, travel to and from, or any other activity associated in any way, whether foreseeable or not, with the Tour De Durango. My participation in the Tour De Durango is voluntary, and I assume all risks of loss, damage, injury or death that I may sustain while participating in the Tour De Durango. I agree that if at any time I believe conditions or equipment are unsafe, I will immediately cease participation and will promptly notify a representative of the Tour De Durango of such unsafe conditions or equipment. My notification will not, however,

create any liability for the Tour De Durango or any other party released in this document.

I also understand that in the event that the Tour De Durango cannot be held as scheduled due to any circumstances, the Tour De Durango is not liable to refund any money paid by me to participate including, but not limited to, any required or voluntary registration fee. I understand that my rider number is not transferable and my registration fee is non-refundable

In consideration of my participation in the Tour De Durango, I consent to and authorize the Ride, its beneficiaries, sponsors, licensees, affiliates and employees (and their representatives, successors, officers, agents and assigns) to use my name, likeness, image and/or voice appearing in any photographs, videotapes, motion picture recordings, recordings or any other record of me as a participant in the Ride in any medium now known or hereafter devised for any legitimate purpose.

I certify that I am at least 18 years of age.

By clicking on the "I agree" button, I certify that I agree with all terms of the Release stated above and sign it of my own free will.

Please print this page for your records.