

Release and Waiver of LIABILITY, Assumption of Risk, and Indemnity Agreement ("Agreement") [Continued]



Release and Waiver of LIABILITY, Assumption of Risk, and Indemnity Agreement ("Agreement")



IN CONSIDERATION of being permitted to participate in any way in Punta Ala Trail Center ("Club") sponsored Events and Bicycling Activities ("Activities"), including Grinduro ITALIA, I for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activities and that I am qualified to participate in such Activities. I further acknowledge that Activities will be conducted over public trails and facilities open to the public during the Activities and upon which the hazards of traveling are to be expected. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURIES, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activities, the conditions in which the Activities takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I incur as a result of my participation in the Activity.

3. HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Club, SORA, their respective administrators, directors, agents, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activities takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS.

Please mark whether you are a:

- ☐ Grinduro/Grindurito Registered Ride Participant
☐ Course Volunteer

This section must be completed by RIDE PARTICIPANTS only (Course Volunteers skip this and go to next):

If you are a ride participant, please initial all of the following statements:

____ CUTOFF TIMES: I understand that there are two cutoff times for Grinduro,

- Grinduro Cutoff 1: 15:45 / End of Stage 2
- Grinduro Cutoff 2: 17:00/

I understand that if I have missed the cutoff, I will forfeit my timing chip to the course marshal and receive no time for the uncompleted race stages. Riders will be directed to a shortcut to the event venue or given the option of getting a ride back to the venue in a sweep vehicle.

____ STAGE CLOSE TIMES: I understand that all Grinduro timed stage starts have a close time as listed below, and if I arrive at a stage after the start has closed, I will not receive a time for that stage.

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- Stage 1: 11:30
- Stage 2: 15.45
- Stage 3: 16.15
- Stage 4: 17.00

____ RACE ABANDONMENT: I understand that if I choose to abandon the race for any reason, I will notify the nearest course marshal, neutral support rider, or aid station prior to abandoning. I understand that I will need to forfeit my timing chip and receive no time for any uncompleted stages.

This section must be completed by RIDE PARTICIPANTS and COURSE VOLUNTEERS:

Please initial all of the following statements:

____ I grant permission to all of the foregoing to use my photographs, motion pictures, recordings or any other record of this event for any legitimate purpose.

____ I understand that ride participants/course volunteers must abide by all applicable State and local vehicular laws. This includes, but is not limited to, riding as close as possible to the right-hand curb or edge of roadway and obeying stop signs. Bicyclists riding more than one abreast shall yield to vehicular traffic.

____ I understand that certain obstacles exist along the roadways, which could cause injury to riders. Attention is hereby directed to the many signposts, utilities, curbs, medians, guardrails, retaining walls, pavement markings, delineators, barricades, road bumps, uneven pavement, etc.

____ I agree to properly dispose of paper cups, food wrappers, or any other trash generated during the race in the receptacles provided by the event organizer at the designated rest stops.

____ I understand that ride participants/course volunteers must use the restroom facilities provided by the event organizer at the designated rest stops. Public urination or exposure is an obvious rule violation, and anyone caught disobeying this rule will be disqualified from the event.

____ I understand that riders cited by law enforcement officials for violating the Italian Vehicle Code regulations will be disqualified, and it could result in enforcement action against the participant.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Participant Name (Please Print): _____

Participant Signature: _____ Date: _____

Name of Parent or Legal Guardian: _____ (if under 18 years of age)

Signature of Parent or Legal Guardian: _____ Date: _____