

# WORLD HUMAN POWERED SPEED CHALLENGE

Battle Mountain, Nevada – September 10 - 15, 2018

## RELEASE AND WAIVER OF LIABILITY

Dates: September 10 – 15, 2018

Location: SR 305, Battle Mountain, Nevada, USA

**IHPVA Waiver:** In consideration of the acceptance of my application to participate in the above named event, I hereby freely agree to and make the following contractual representations and agreements:

**I fully realize the dangers of participating in a human powered vehicle event (hereinafter called "the Event") and fully assume all the risks associated with such participation.** I understand these risks include, by way of example and not limitation, the following: the dangers of collision with other vehicles (motorized or human powered), other riders, pedestrians, spectators, and fixed or moving objects; the dangers arising from road and surface hazards, facilities, equipment failure and/or inadequate safety equipment; The Released Parties' own negligence; the actions of other people including, but not limited to, participants, volunteers, spectators, Event officials, and/or producers of the Event; inclement weather conditions, lack of hydration; property damage or loss; and the possibility of serious physical injury, pain, mental trauma or death. **These risks are also present for volunteers and officials. I hereby assume all of the risks of participating and/or volunteering in this Event.**

I understand that I must make myself aware of the race course(s) and of all the specific hazards connected with each race course, and that my participation in a particular Event signifies my knowledge and acceptance of responsibility for avoiding the specific hazards connected to each such Event.

I hereby waive, release and discharge for myself, my heirs, executors, administrators, legal representatives, assigns and successors in interest (collectively referred to as "successors"), any and all rights and claims which I have or which may hereafter accrue to me against the organizers of this Event, the International Human Powered Vehicle Association ("IHPVA"), their agents, officers, board members, officials, volunteers, members, sponsors, promoters, other riders, and all property owners, law enforcement agencies and public entities from any and all damages which may be sustained by me directly or indirectly in connection with or arising out of, my participating in or association with the Event, or travel to or return from the Event.

I agree it is my sole responsibility to be familiar with the race course(s), the competition rules, and any special regulations for the Event. I understand and agree that situations may arise during the Event that may be beyond the immediate control of race officials or organizers, and I must continually ride so as to neither endanger others nor myself. I accept responsibility for the condition and adequacy of my equipment. I will ride wearing a helmet that satisfies the requirements of the competition rules and that is capable of protecting against serious head injury, and assume all responsibility and liability for the selection of such helmet. **I certify I have no physical or medical condition, which, to my knowledge, would endanger others or myself if I participate in this Event, or would interfere with my ability to participate in this Event.**

**I further certify that my human powered vehicle has been designed and built with workmanship and materials capable of withstanding crash trauma and of protecting the rider in the event of a crash at high or low speed. I agree to accept full responsibility for any injuries, death or damage resulting from a fall or crash in this vehicle.**

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or as a consent to any subsequent waiver or modification.

**I have carefully read this release form and fully understand its contents. I am aware this is a release of liability, a waiver of claims, an agreement not to sue, and a contract between myself, the organizers and the IHPVA for the benefit of others described herein, and I sign it of my own free will.**

**ABR Waiver:** I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person.

I acknowledge that this Accident Waiver and Release of Liability (AWRL) form will be used by the event holders, sponsors and organizers, in which I may participate and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me or my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: American Bicycle Racing, Inc., their directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, event directors, event volunteers; (B) indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during this event.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during this event.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and/or assigns.

This AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I hereby certify that I have read this document; and, I understand its content.

**Date:** \_\_\_\_\_ **Signature** \_\_\_\_\_

*Signature of participant, official or volunteer*)

**(PLEASE PRINT)**

**NAME** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Motel/Room #:** \_\_\_\_\_

**Phone at event:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Emergency telephone:** \_\_\_\_\_

**Notice: This release form is a contract with legal consequences. By signing this release form you are assuming all risks associated with your participation in this activity. Please read carefully before signing.**

## ADDITIONAL PARENT GUARDIAN WAIVER FOR MINORS (Under 18 Years Old)

**Name:** \_\_\_\_\_ **DoB:** \_\_\_\_\_

*Name of Minor/ Date of Birth*

The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to on the **Release and Waiver of Liability** from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_

