



## **Volunteer Waiver of Liability and Publicity Release**

In consideration of acceptance by Pedal the Cause ("PTC"), of participant's registration in the 2023 Pedal the Cause bicycling tour and/or its related events and activities (including training rides and other PTC administered activities) (the "Event"), the undersigned (the "Participant") freely agrees to and makes the following acknowledgements, representations, warranties, and covenants:

1. **Registration Fee.** The registration fee is not refundable and not transferable. The registration fee will not be applied toward the Minimum Fundraising Amount. Participant's registration for Event is not complete until Participant's registration fee is paid by credit card as authorized below.

2. **Right to Refuse Participant(s).** Participant understands and agrees that PTC may refuse to allow or may terminate the participation of any participant if PTC believes that Participant presents a safety hazard to himself, herself, or to others.

3. **Warnings and Assumption of Risk.** Participant understands and agrees that cycling is inherently dangerous, and includes risks of serious injury, permanent paralysis and death or property damage. These elements may be present in this activity regardless of safety precautions. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. Participant knowingly assumes full responsibility for his or her involvement in the Event and all risks associated with this activity, even if risks arise from the negligence of PTC, or any of its participants, volunteers, invitees and/or agents and whether or not covered by Participant's personal health or other type of insurance. These risks include, but are not limited to the following: the malfunction or failure of any of the bicycles at the Event, dangers associated with man-made and natural obstacles; the danger of collision with pedestrians, vehicles, other participants and bicycles, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment or materials provided by PTC and others, infectious diseases (including, without limitation, COVID-19), the Participant's own negligence, and weather conditions. If, however, Participant observes any unusual or significant hazard during Participant's involvement with the Event, Participant will remove himself or herself from participation and bring such to the attention of the nearest official immediately.

4. **Event Rules.** Participant willingly agrees to comply with any and all stated and customary terms and conditions for participation in the Event, including, without limitation, any rules provided by PTC, its coaches, volunteers, instructors and sponsors, and Event officials and sponsors. Participant agrees to wear a helmet if riding a bicycle, that can protect against serious head injury and assumes all responsibility and liability for the selection of such a helmet and any maintenance, modifications or attachments thereto. Participant further agrees to continually ride and otherwise participate in the Event so as to avoid endangering himself, herself or others.

Without limiting the general rules already described, Participant willingly agrees to comply with any rules or applicable law with respect to COVID-19 and/or other infectious diseases, including "social distancing" and face covering requirements. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, PTC cannot guarantee that Participant or any participants,



volunteers, partners, or others in attendance are not infected or will not become infected with COVID-19. Participant agrees that he or she will not participate in the Event if Participant (i) currently or within the past fourteen (14) days has experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others; or (ii) believes that he or she may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and is not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for Participant's treatment.

5. Release and indemnification. Participant forever releases, waives, covenants not to sue, and discharges PTC and their respective directors, officers, officials, employees, coaches, other event participants, volunteers, sponsors, sponsoring agencies, advertisers instructors, representatives and agents and, if applicable, all owners and lessors of property and/or equipment used in connection with the event (collectively, the "Releasees"), from all liability to participant or his or her personal representatives and heirs, and agrees to indemnify and hold harmless the Releasees from any and all damage, claims, or demands including but not limited to those relating to or arising from any injury to the person or property of participant, liability arising from participant's death, deformity, personal injury, property damage, theft, any other financial losses, liabilities, settlements, or actions of any kind that may hereafter occur, including expenses, costs and reasonable attorneys' fees and disbursements to the maximum extent permitted by law (collectively, the "losses"), whether caused by the negligence of participant, the Releasees, other event participants, or otherwise relating to, arising from, or occurring during the event. Participant acknowledges that this waiver and release is a contract with legal and binding consequences.

6. Publicity. Participant understands that photographs, videos, recordings or voice likeness may be taken in connection with the Event and irrevocably consents to such. Participant further grants permission to PTC and to its beneficiaries (including but not limited to Siteman Cancer Center, St. Louis Children's Hospital, Siteman Kids at St. Louis Children's Hospital, The Foundation for Barnes-Jewish Hospital and St. Louis Children's Hospital Foundation) to publish, in any form, any photographs, videos, recordings or voice likeness of Participant participating in the Event. Participant further agrees that Participant is not entitled to any payment for any such and waives any right to inspect or approve the use of the photographs, videos, recordings or voice likeness, and acknowledges and agrees that the rights granted to this Waiver and Release are without compensation of any kind.

7. Medical Attention. Participant agrees to be held financially responsible for any medical attention needed or requested during the Event or resulting from any injury during or in connection with the Event, and does hereby release and forever discharge PTC and the other Releasees from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered by any person in connection with participation in the Event. Participant consents to the release by any third party to Releasees and their insurance carriers of his or her name and medical information that relates solely to any injury or death arising from participation in the Event.

8. Miscellaneous Provisions. Participant understands the waivers; releases of liability, assumptions of risk, covenants not to sue and indemnity provisions contained in this Waiver and Release inure to the express benefit of the Releasees and may be relied upon and enforced by any of the Releasees. Participant agrees that the above representations are contractually binding, are not mere recitals, and



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that this Waiver and Release is intended to be as broad and inclusive as is permitted by law. Participant also understands that the effectiveness of these provisions shall survive Participant's participation in the Event. In the event any term or provision hereof shall be found to be invalid or unenforceable by a court of competent jurisdiction, the balance of this Waiver and Release shall remain in full force and effect and the invalid term or provision shall be severed therefrom.

**PARENT/GUARDIAN WAIVER FOR MINORS (Under 18 years of age)** The undersigned parent or guardian hereby represents that he or she is, in fact, acting in such capacity, has full authority as parent or legal guardian of the minor participant to bind the minor participant to this Waiver and Release, has consented to his or her child's or ward's participation in the Event and related activities, and has agreed individually and on behalf of the child or ward to the terms of the Waiver and Release set forth above. The undersigned forever releases, waives, covenants not to sue, and discharges the Releasees from all liability to the undersigned or the undersigned's personal representatives and heirs, and agrees to indemnify and hold harmless the Releasees from any and all Losses, whether caused by the negligence of the undersigned, the Releasees, other Event participants, or otherwise relating to, arising from, or occurring during the Event, which may be imposed upon said parties because of any defect in or lack of such capacity to so act on behalf of the minor and the parents or legal guardian.