

## Apacheria Gravel LLC Accident Waiver & Release of Liability

Date of Event - November 16, 2024

In consideration of participating in the Apacheria Gravel (EVENT) and for Apacheria Gravel LLC (OPERATING ENTITY) allowing me to participate in an event, ride or other activity with which Apacheria Gravel LLC is affiliated, including but not limited to the Apacheria Gravel, and all activities related to or connected with an operating entity event, including travel to and from an event (Collectively known as "EVENT"), whether a rider, official, coach, mechanic, volunteer, spectator or otherwise, I, for myself, my spouse, partner, children, guardians, heirs and next of kin and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree as follows:

**Assumption of Risk:** I am aware that cycling and/or participation in an EVENT, involves inherent risks, including but not limited to collision with pedestrians, vehicles, other participants, animals, wildlife, and fixed or moving objects, imperfect course (route) conditions, surface hazards, including potholes, equipment failure, inadequate safety equipment, use of equipment or materials provided to me by others, those associated with man-made or natural jumps, sickness or disease (including communicable disease such as COVID-19 and all of its variants), weather conditions. I fully understand that participating in an EVENT is an extreme test of a person's physical and mental limits and may involve the risk of serious injury or death, economic loss, property damage or loss that may result from my actions, inactions or negligence and also from the actions, inactions or negligence of others.

**Release of Liability:** I hereby forever release, waive and discharge Apacheria Gravel LLC and its affiliates and each of their respective officers, directors, agents, employees, volunteers, independent contractors, members, clubs, officials, event directors, local associations, sponsors, partners and affiliates as well as the sponsors, organizers, property owners, law enforcement agencies, local governments, and other public entities, connected with any component of the EVENT, and each of their respective officers, agents, employees and volunteers (COLLECTIVELY, "RELEASES") from any claims that may arise out of or are related to my participation in an EVENT, including claims arising from the ordinary NEGLIGENCE of RELEASES.

**Covenant Not to Sue and Indemnity Agreement:** I will not make any claim against 'Releasees' (all PARTIES & PERSONS covered under the :Release of Liability section – directly above) for injury, damage, death or any other loss arising from or related to my participation in the EVENT. I understand that if I attempt to sue 'Releasees' in violation of this agreement, 'Releasees' may seek to recover all of their costs including but not limited to all legal fees. I agree to indemnify, hold harmless and defend 'Releasees' from and against any actions, causes of action, claims,

charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness and liabilities of every kind, whether known or unknown, including foreseen and unforeseen bodily injury and personal injuries and property damage that may be sustained by me or any other person in any way connected to, related to, or arising out of my participation in the EVENT.

**Health:** I represent that I am in good health and proper physical condition to participate in the EVENT safely. I acknowledge that it is my responsibility to make such determination and that I am responsible for my well-being at all times while participating in the EVENT. If I suffer any injury related to or arising from the EVENT, I consent to the release of my name and medical information by any third party to 'Releasees' and their insurance underwriters, providers, agents and carriers.

**Rules; Regulations; Equipment:** I agree to be familiar with and abide by the rules and regulations established for and by the EVENT. I also agree that I am subject to, and shall abide by, the rules and laws applicable to the EVENT and the state of Arizona. I agree to be familiar with the EVENT course/s and or route/s, and be solely responsible for EVENT navigation. I agree to ride and participate to neither endanger myself nor OTHERS.

I accept responsibility and accountability for the condition and adequacy of my equipment provided by OTHERS for my use. I will wear a HELMET that complies with ANSI or SNELL rules, standards and regulations and I assume all responsibility and will be accountable for the selection of such a HELMET.

I agree to the posted cut-off times along the route/s and course/s and understand after the closing times the EVENT ride support (SAG) will cease. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and / or illness during the EVENT. In the event of an accident and / or injury I further consent to the release of any and all transport, treatment and / or medical information to the Apacheria Gravel LLC relating there to and the possibility of deemed necessary future use.

**Use of Information:** I understand that Apacheria Gravel LLC may collect or receive my contact information in connection with this EVENT agreement and use it to administer this agreement and for marketing purposes. I further acknowledge, agree and consent that Apacheria Gravel LLC and its 'designees' may share this information with third parties who need access to this information to perform services on the Apacheria Gravel LLC's behalf. Apacheria Gravel LLC may also share this information with select marketing partners. Apacheria Gravel LLC and its select marketing partners may use this information to contact me with information and offers believed to be of interest to me.

**Media Grant:** I irrevocably grant and license to Apacheria Gravel LLC and its affiliates, the right to capture and use my image, likeness, name, voice, comments and other proprietary or public

rights in any broadcast, telecast, photograph, video or audio sound recording taken in connection with the EVENT, without compensation (of any kind), for all purposes, including any commercial use so long as such use does not imply my endorsement of any company, product or service.

**Governing Law; Jurisdiction; Sever-ability:** This agreement shall be governed by and construed under the laws of Arizona, without regard to its choice of law rules. Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in the courts of Cochise County, Arizona. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. If any provision of this agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or un-enforceability shall not affect any other provision of this agreement or invalidate or render unenforceable any other provision in any other jurisdiction.

**Event Cancellations:** There will be NO REFUNDS for event cancellation including Acts of God, Weather, Smoke, Fire, Traffic, Construction, Governmental Action, War, Terrorism, Pandemics, of other issues which in any way limit the safe operation of the EVENT'S activities.

**Miscellaneous:** This Waiver and Release of Liability shall be construed broadly to provide a Release and Waiver to the maximum extent permissible to fully protect the EVENT and Apacheria Gravel LLC, in total.

**I have carefully read the preceding and understand the terms. I attest that I am 18 years of age (if not 18 years old, a signature of your legal guardian is mandatory) I know I am giving up substantial rights, including my Right to sue 'Releasees'. I acknowledge that I am signing this agreement freely and voluntarily. I intend my signature to be a complete and unconditional release of all liability to the greatest extent provided by Arizona law.**

**I certify that I have read, understood and agreed to the terms of this Waiver and Release of Liability by clicking a box and entering my name into a form while registering for this EVENT or any event produced by Apacheria Gravel LLC.**

**Participant (Signature):** \_\_\_\_\_

**Participant (Printed):** \_\_\_\_\_

**Legal Guardian (Signature):** \_\_\_\_\_

**Legal Guardian (Printed):** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_