



Tall Pines Conservancy Event Release Form

2019 Ride to the Barns

Name: _____

Name of Minor Child(ren) or dependent(s): _____

Address: _____

Telephone Number: _____

Email Address: _____

Emergency Contact Name: _____

Emergency Contact Telephone Number: _____

In consideration of my, including that of my minor child(ren) or dependent, acceptance into the Tall Pines Conservancy (TPC) *Ride to the Barns*, I hereby freely and willingly agree to the following terms, covenants and agreements.

I acknowledge that by executing this Release Agreement, that I hereby forever discharge, release, quit, indemnify, covenant and agree to the maximum extent permitted by law not to sue any municipality or governmental entity or entities through which the *Ride to the Barns* route travels; TPC; Quad/Graphics, Inc.; and/or any member, officer, director, volunteer, agent, insurer, organizer, shareholder, related entity, heir, successor, and/or assign of TPC or Quad/Graphics, Inc. (collectively referred to as "Releasees"), from and against any and all liability involving claims of damage, injury or death arising directly or indirectly from my voluntary participation in the *Ride to the Barns* or related events. I understand and agree that I am forfeiting substantial legal rights that may be available to me and/or my minor child(ren) or dependent person by executing this Release Agreement which will form a legally binding contract. I understand and agree that my minor child(ren), dependent(s) and/or me will not be permitted to participate in the *Ride to the Barns* or attend any related activities without this Release Agreement being duly and properly executed. I further warrant, represent, and agree that I have carefully read and understand this document; had the opportunity to seek clarification or negotiate terms, covenants and agreements contained herein; and sought legal counsel as I have deemed necessary before signing the Release Agreement.

I understand and agree that bicycling is an inherently dangerous and strenuous activity and that the *Ride to the Barns* route does NOT occur on a closed route and that the route involves traveling on roads that will be open to traffic and that dangerous conditions may be present. I understand and agree to fully assume any and all risk of damage, injury or death that may be directly or indirectly attributable to certain dangers, including but not limited to: terrain changes; impact with naturally occurring or man-made obstacles; impacts to fixed or moveable objects; collisions with vehicles, pedestrians, or other bicyclists; equipment failures; road surface imperfections such as pot-holes, cracks, tar, sand, dirt, wood or other debris; weather conditions; health-related concerns; slip and fall incidents; unstable terrain; consumption of food or alcoholic or non-alcoholic beverages; or any and all foreseen or unforeseen circumstances or conditions.

I represent, covenant and agree that I am entirely responsible for the maintenance and safety of my equipment and the equipment of my minor child(ren) or dependent(s); that such equipment is suitable for the *Ride to the Barns* as determined solely by me, and that appropriate helmet and eye protection will be used.

I further represent, covenant and agree that I, and where applicable my minor child(ren) and/or dependent(s), am physically fit and am medically able to participate in a strenuous activity like *Ride to the Barns*.

I agree, for myself and for my heirs, successors and assigns, that the representations, covenants, and agreements contained herein are legally binding and form an enforceable contract and that such representations, covenants, and agreements are not mere recitals. In the event that, despite my execution of this Release Agreement, my heirs, successors and/or assigns pursue a claim that

is contrary to what I have agreed to herein, such claiming party shall be liable for any and all costs without limitation, including attorney's fees, resulting from the Releasee's defense of such claim.

By participating in this Tall Pines Conservancy ("TPC") event, I hereby grant to TPC and to TPC's agents, including but not limited to TPC's advertising and marketing agents (if any), the right to use my name, photograph, likeness, statement, and/or image for the following purposes: trade, marketing, sales, endorsements, promotions, advertisements, printed materials, video or audio productions, publications and all other matters or materials (collectively "Marketing Materials") related directly or indirectly to TPC and/or its mission. I agree that such grant shall be in perpetuity without compensation (unless prohibited by law) by TPC and those acting pursuant to TPC's direction, in all forms of media now known or hereafter discovered, worldwide, including but not limited to the World Wide Web, without notice, review or approval and agrees to execute specific consent to such use if asked to do so.

I hereby and forever release and hold harmless TPC and its officers, employees, agents, directors, members, guests, licensees, and/or invitees from any expectation of privacy and confidentiality associated with my name, photograph, likeness, statement, voice and/or image.

Further, I forever represent, warrant and agree that my participation in this event or any event sponsored or organized in whole or in part by TPC is voluntary and that I will not receive financial compensation of any kind in the event that TPC elects to use, produce, publish, sell and/or distribute Marketing Materials containing in whole or in part photographs, audio recordings, and/or video images produced by me.

To the fullest extent permitted by law, I forever release and hold harmless TPC, its officers, employees, agents, directors, members, guests, licensees, and/or invitees and any third parties involved in the creation or publication of Marketing Materials, from liability for any claims by me or any third party in connection with my participation in the TPC event.

I represent, warrant and agree that the terms contained herein shall be binding upon my heirs, successors and/or assigns.

Every term and provision within this Release Agreement is intended to be severable from the remaining terms and provisions. If any term or provision is found to be unenforceable, invalid, or illegal by a court of law, the remaining terms and conditions shall remain in full force and effect and be fully enforceable.

Name (PLEASE PRINT CLEARLY)

Date

(Signature of Participant)

Consent and Release of Parent or Legal Guardian

I am the parent or guardian of _____ (Child(ren) and/or Dependent(s)). My minor son(s), daughter(s) and/or dependent(s) is fit for participation in *Ride to the Barns*. I HAVE READ AND I UNDERSTAND, COVENANT AND AGREE THAT THE TERMS CONTAINED HEREIN FORM A LEGALLY BINDING AND ENFORCEABLE AGREEMENT. In consideration of allowing my son(s), daughter(s) and/or dependent(s) to participate as either a rider or a passenger, I consent to the contract and agree that its terms shall likewise bind me, my child(ren) or dependent(s), and our heirs, successors, legal representatives, and/or assignees. I hereby release and shall defend, indemnify, and hold harmless the Releases from and against every claim and any liability that I or my child(ren) and/or dependent(s) may allege against the Release(s), including attorney's fees and costs, as a direct or indirect result of damage, injury or death to me or my child(ren) and/or dependent(s) resulting directly or indirectly from participating in *Ride to the Barns* or related events; whether caused by the negligence of the Releases or some third party to the maximum extent permitted by law. I covenant, promise and agree to NOT sue the Releases on my behalf or on behalf of my son(s), daughter(s) and/or dependent(s) participation in *Ride to the Barns* or related events.

Name (PLEASE PRINT CLEARLY)

(Signature of Parent or Guardian)

date)