

# AGREEMENT, WAIVER & RELEASE OF LIABILITY

**Bike SUX for Goodfellows**  
**JUNE 6, 2020**  
**The Sioux City Journal**

## **EACH ENTRANT MUST SIGN AN INDIVIDUAL WAIVER. FAXED WAIVERS WILL NOT BE ACCEPTED.**

This form may be photocopied, however, faxed signed waivers will not be accepted.

I, the undersigned, know and understand that Bike SUX and its related events involve potentially hazardous or dangerous activities and conditions. I attend Bike SUX and all related events out of my own free will and choice. In choosing to attend Bike SUX and any related events, I fully accept and assume all risks, whether before, during or after Bike SUX and its related events. These include, without limitation, physical injury, mental injury, emotional distress, trauma, sickness, illness, death, contact with others, equipment failure, inadequate safety equipment, the effects of weather including extreme temperature or conditions, traffic, contact with motor vehicles of all types and descriptions, collision with other riders or fixed objects, the conditions of and/or design and other defects in the road and facilities, including campgrounds, all risks along the route, and the negligence of others, including, without limitation, to those persons organizing, sponsoring, or participating in Bike SUX and/or events occurring in connection with it. I am aware that the risk of injury or death is always present in biking and Bike SUX's attendant events and that this risk cannot be eliminated by Bike SUX organizers, sponsors, and the government and private entities that host or assist in the Bike SUX events. I know and accept that biking and road accidents may result from the failure for any reason (including negligence) of Bike SUX organizers, sponsors, and the government and private entities that host or assist in the Bike SUX events to correctly determine the conditions and safety of the road, surface, route or weather or to predict where or when an accident might occur. All risks are known, appreciated and assumed by me, and I waive any and all specific notice of the existence of them and further waive the obligation, if any, that any other person or entity has to advise or warn me of them. I assume liability for and agree to pay my own medical and emergency expenses in the event of injury, illness, or other capacity regardless of whether I authorized such expenses. I authorize the use and release of personal and medical information in connection with any medical services provided to me.

I realize that Bike SUX events require physical conditioning. I represent that I am in sound medical condition capable of participating in the Bike SUX events without risk to myself or others. I have no medical impediment that would endanger others or me. I understand that a situation may arise during Bike SUX and related events that may be beyond the control of the sponsors, promoters, organizers, government and private entities or others that host or assist in Bike SUX and all related events, or may arise from negligence by them, and I accept and assume all risks of participation and/or attendance. I will be solely responsible for the condition and adequacy of my bicycle, safety gear and equipment. I will ride safely within the limits of my own abilities, my equipment and the riding conditions and in a manner that does not endanger others or me.

Knowing these facts and in consideration of my entry acceptance, admission to an/or participation in Bike SUX and its related events, I for myself, spouse, children, heirs, next of kin, assigns and anyone acting on my behalf, release, waive, discharge, covenant not to sue and agree to hold the Sioux City Journal and its parent company, subsidiaries and affiliated entities; Bike SUX sponsors and participating clubs, communities and organizations; Bike SUX officials, emergency and support personnel, volunteers and their representatives; official Friends of Bike SUX; persons and entities that provide event recommendations, advice or services relating to matters such as route selection, design or maintenance, risk management, safety and first aid; all property owners, law enforcement agencies and governmental or public entities, including without limitation the State of Iowa, its counties, cities and special districts; and the officers, directors, employees, representatives, agents, assigns, and successors of all of the above, harmless from any and all claims, demands and actions of any and every kind, including claims of negligence, I have, may have or may hereafter accrue against the released parties directly or indirectly arising out of or relating in any respect to my attending or participating in Bike SUX and/or any related events. My waiver and release of all claims, demands, actions and liabilities shall include without limitation, any personal injury, accident, illness or death and any property damage or loss that may be: (a) caused by any act, or failure to act, by the above-identified persons and entities, including without limitation, their negligence, errors, omissions, fault, failure to enforce rules, and conditions of the routes and/or event premises, and/or (b) sustained by me before, during or after Bike SUX and its related events. I acknowledge that I am signing this agreement freely and voluntarily, and intend by my signature for this to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further acknowledge that no representations, promises, statements of inducements have been made to me other than as set forth in this document. I will abide by all Bike SUX rules and regulations. I understand that my name, address, photograph, voice and/or likeness may be used in promotional or advertising materials of or by The Sioux City Journal, and its licensees. I consent to such uses and waive any rights of privacy or publicity I may have in connection with those uses. I also waive any privacy rights that may result from disclosure of information about me, including without limitation, in connection with provision of any medical services by Bike SUX sponsors and organizations. I further agree to indemnify and hold the parties released above harmless from any and all losses, damages, injuries, claims and expenses, including attorneys' fees, arising from or relating in any respect to my attendance and/or participation in Bike SUX, if any, that I hold or that may arise through me. I agree that no modifications or amendments to the standard Entry Form and this waiver and release shall be binding unless they are accepted in a separate writing signed by the President of The Sioux City Journal.

I (the previously-named entrant on the Individual Entry Form) HAVE READ THIS AGREEMENT, WAIVER AND RELEASE, UNDERSTAND IT AND VOLUNTARILY AGREE TO AND ACCEPT ITS TERMS. I UNDERSTAND I AM GIVING UP SUBSTANTIAL RIGHTS. (SUBMIT SIGNED ORIGINAL; FAXES OR PHOTOCOPIED SIGNATURE WILL NOT BE ACCEPTED.)

Printed Name \_\_\_\_\_

Date Signed \_\_\_\_\_

Signature Of Participant \_\_\_\_\_

Signature of Parent If Entrant Is Under 18 \_\_\_\_\_