

# Gran Fondo Hincapie Platinum Experience

## Waiver and Release of Liability

For purposes of this Waiver and Release of Liability, "Hincapie" shall be defined as , Hincapie Events, LLC and its affiliates, and their respective employees, subcontractors, owners, officers, managers, successors, agents, and assigns.

**ASSUMPTION OF RISK:** The signer acknowledges that the enjoyment and excitement of a Grand Fondo Hincapie Platinum Experience (an "Experience") offered by Hincapie Events, LLC is derived in part from the inherent risks incurred by activity beyond the accepted safety of life at home or work, and that these inherent risks contribute to such enjoyment and excitement, and are reasons for my voluntary participation. Therefore, I acknowledge that I am aware of the inherent hazards and risks associated with participating in an Experience, including those associated with cycling touring and racing.

Inherent hazards and risks include, but are not limited to, risk of injury or death from: bicycle collisions with motor vehicles, other bicycles, animals and/or pedestrians; roadway hazards, including uneven surfaces, narrow roadways, lack of shoulder, lack of separate cycling lanes, weather conditions, unpredictable roadway hazards and conditions; slips, and falls, consumption of alcoholic beverages, tainted food, or non-potable water; possible equipment failure and/or malfunction of my own or other's equipment; exposure to the elements, including heat, cold, sun, water, and wind; my own negligence and/or the negligence of others, including other guests, Hincapie employees, agents and/or representatives; misjudgment of weather and road conditions; altitude; attack by or encounter with insects, reptiles, and/or animals; accidents or illness; physical exertion for which I am not prepared; fatigue, chill, overheating, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident; negligence with regards to bicycle or helmet, known or unknown medical conditions, physical exertion for which I am not prepared or other such accidents; the negligence or lack of adequate training of any agents or employees of Hincapie who seek to assist with medical or other help either before or after injuries have occurred; lack of availability of medical supplies or services; and the adequacy of medical attention once provided.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. I agree to be responsible for my own wellbeing and negligence. I freely and voluntarily assume complete personal responsibility for these risks and for the injuries or death that may occur as a result of these risks, even if such injuries or death occur in a manner that is not foreseeable at the time this agreement is signed.

**RELEASE:** I hereby release and hold harmless with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by negligence or otherwise of Hincapie. Furthermore, without limitation, Hincapie is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind. I agree that this release shall be legally binding upon me personally and all minors named below, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this Experience and to release Hincapie from any and all liabilities to the maximum extent permitted by law.

By entering into this Agreement, I am not relying on any oral or written representation or statements made by Hincapie, other than what is set forth in this Waiver and Release of Liability.

**MEDICAL TREATMENT:** I understand that Hincapie has no responsibility to provide medical care to participants, and has made no offer or promise to do so. I authorize Hincapie to obtain medical care on my behalf and/or to transport me to a medical facility, if necessary, and I hereby release Hincapie from any and all liability arising from its obtaining medical care on my behalf or transporting me to a medical facility. I further agree to pay all costs

associated with such care or transportation. Without limiting any of the foregoing, I expressly waive any claim that I or anyone on my behalf may bring against Hincapie with regard to medical care and the provision or failure to provide such care.

**INSURANCE:** I understand that Hincapie does not carry or maintain health, medical, or disability insurance coverage for any participant, except as set forth in the Terms | Conditions. Each participant is expected and encouraged to obtain his or her own liability and medical or health insurance coverage.

**INDEMNIFICATION:** I agree to indemnify Hincapie from any and all claims made against it based on my actions, omissions, and/or my breach of the Terms | Conditions.

**CHOICE OF LAW/VENUE SELECTION - DISPUTES:** I agree that any dispute concerning, relating, or referring to the Terms | Conditions, this Waiver and Release of Liability, or any other literature concerning my Experience (a "Dispute") shall be resolved exclusively in a court of competent jurisdiction in Greenville, South Carolina. Such proceedings will be governed by South Carolina law. The parties understand and agree that all claims must be brought within six months following the completion of the Experience. All claims brought more than six months after the completion of the Experience are forever waived and cannot be pursued in another forum.

THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO A DISPUTE, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. ANY SUCH PROCEEDING SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

**PUBLICITY WAIVER, CONSENT AND ASSIGNMENT:** I understand that Hincapie reserves the right to take photographic or other images or records of my Experience, and I hereby agree that Hincapie may use any such images or records for promotional and/or commercial purposes, or approve such use by third parties with whom Hincapie may engage, without any remuneration to me. I hereby consent to the use of my name, image, and/or likeness in connection with such photographic or other images in any territory, through any medium, and for any purpose and waive all claims to compensation therefor. I hereby assign all right, title, and interest I may have in or to any and all media in which my name, image and/or likeness might be used by Hincapie.

**CONDUCT:** I understand that Hincapie reserves the right to refuse as an Experience participant or remove from an Experience any person, including those it judges to be incapable of meeting the physical rigors and requirements of participating in the Experience, those it determines might detract from the enjoyment of the Experience by others, or those who have engaged in conduct during such Experience that is disruptive, unlawful, or otherwise unsuitable. I agree to follow all written and verbal rules of safety presented to me by Hincapie including the requirement of wearing a helmet.

**KNOWING AND VOLUNTARY EXECUTION:** I have carefully read and fully understand the contents and legal ramifications of this Waiver and Release of Liability. I understand that this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion is found to be void or unenforceable, the remaining portions shall remain in full force and effect. No additions, deletions or changes can be made to the release form, and signing it is a requirement for participating in the Experience. If I am a minor, my responsible guardian must sign these documents on my behalf.

*[signatures next page]*

BY SIGNING BELOW THE UNDERSIGNED REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO SIGN THIS WRITTEN AGREEMENT ON THEIR OWN BEHALF AND ON BEHALF OF ALL OTHER INDIVIDUALS BOUND BY THIS AGREEMENT AND WHOSE LEGAL RIGHTS THIS AGREEMENT CONTEMPLATES TO WAIVE.

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

PARENT OR GUARDIAN OF A MINOR: I, as a parent or guardian of the below named minor, hereby give my permission for my child or ward to participate in the Experience and further agree, individually and on behalf of my child or ward, to the terms above.

Name of Minor(s): \_\_\_\_\_

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

Print Name: \_\_\_\_\_

**ACCEPTED AND AGREED:**

HINCAPIE EVENTS, LLC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_