

BIKE #

**PARTICIPANT AND VOLUNTEER - ACCIDENT WAIVER AND RELEASE OF LIABILITY
2017 BIKE THE COAST**

I acknowledge that this athletic event is a serious test of a person's physical and mental limits and carries with it the potential for death, serious injury and negligent or intentional property loss, including theft. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, intentional or negligent actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I hereby voluntarily assume all of the risks of participating &/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

I certify that I am physically fit enough to attempt to participate or volunteer for this event, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me at or during my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: All governmental entities; including BUT NOT LIMITED TO: Cities of: Oceanside and Harbor and Beaches of Oceanside, Carlsbad, Encinitas, Solana Beach, Del Mar and San Diego; The County of San Diego; San Diego County Sheriffs; The State of California, CALTRANS, Event Media, Inc., LBI, Inc., LYNQE LLC, Oceanside Bicycle Committee, Main Street Oceanside, Visit Oceanside, Omega Bike Shop, Performance Bicycle Shop, Revolution Bicycle Shop, NYTRO, APX, NOLAH, Spectrum Sports Management Inc.: their respective directors, officers, employees, volunteers, representatives, and agents, the event owners, event sponsors, event directors, event volunteers, co-participants and event vendors; (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during this event.

I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident and or illness during this event. I agree to wear an approved helmet while riding in this event and to follow all California Vehicle Code traffic laws.

I hereby attest I am not riding a Class 3 E-Bike.

I understand that at this event or related activities, I may be photographed, videoed, filmed or otherwise have my likeness, voice or a combinational recorded. I agree to allow my photo, video or film or sound likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and/or assigns in perpetuity.

I also understand that the entry fee is non-refundable and non-transferable. I acknowledge and agree that Spectrum Sports Management, in its sole discretion, may delay, modify, or cancel the Event for any reason, including if it believes the conditions on the race day are unsafe. In the event the Event is delayed, modified, or cancelled, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, lightning, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of Spectrum Sports Management, there shall be no refund of the entry fee or any other costs incurred in connection with the Event.

I acknowledge that this Accident Waiver and Release of Liability (AWRL) form will be used by the event owners, sponsors, government entities and other organizers and shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I agree that venue for any legal proceedings is San Diego, CA.

I hereby certify that I have read this document, and understand that this AWRL will govern my actions and responsibilities stemming from my involvement in this event in any way, including participation in and volunteering for this event.

I understand that I am releasing the named entities from claims based on negligence.

Print Name

Signature

Date

If under 18, Parent or Guardian Print Name

Parent/Guardian Signature

Date

EMERGENCY INFORMATION

Emergency Contact Name

Relationship

Emergency Contact Phone Number