

**PARTICIPANT AND VOLUNTEER ACCIDENT WAIVER AND RELEASE OF LIABILITY (AWRL)
SAN DIEGO CENTURY BICYCLE TOUR 2019**

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 property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, 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 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, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person.

I acknowledge that this Accident Waiver and Release of Liability (AWRL) form will be used by the event holders, sponsors and organizers, in which I may participate and that it will govern my actions and responsibilities at said events and may alter my legal rights to bring an action.

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 in the event or my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: All governmental entities; including BUT NOT LIMITED TO: Cities of: Encinitas, Carlsbad, San Marcos, Escondido, Poway, San Diego; The County of San Diego; San Diego County Sheriffs; The State of California, CALTRANS, California Highway Patrol, Lake San Marcos Homeowners Assoc., Citizens Development Corp. MiraCosta Community College District; Horizon Christian Fellowship-North County, Church of God - Escondido, The Growing Place (Poway), Kiddie Corner (Poway), St. Mary's in The Valley - Ramona, Saints Constantine & Helen Greek Orthodox Church – Encinitas, Redeemer Presbyterian Church of San Diego, Encinitas Country Day Schools, Revolution Bike Shop, Event Media, Inc., Spectrum Sports Management Inc., NOLAH, Inc., LBI Corp., LYNQE, LLC: their respective directors, officers, employees, volunteers, representatives, and agents, the event owners, event sponsors, event directors, event volunteers, and co-participants; (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by the signatory or other individuals or entities as a result of any of my actions during this event. I hereby consent to venue in San Diego, CA.

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 understand that at this event or related activities, I may be photographed, videoed, filmed, or otherwise have my likeness, voice or a combination 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 any anytime hereafter.

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, lightening, 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.

This AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law and if any portion of it is held invalid, it is agreed that the balance shall continue in full legal force & effect.

I hereby certify that I have read this document, I understand its content and I agree.

Print Name

Date

Signature

If under 18, Parent or Guardian Print Name

Parent/Guardian Signature