

THE BIKE TENDER, LLC
ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

Introduction

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter 'Document') carefully before signing. In consideration of the services of The Bike Tender, LLC and its members, officers, directors, employees, representatives, agents, volunteers, independent contractors and all other persons or entities associated with it (collectively referred to in this Document as 'TBT'), I acknowledge and agree as follows.

Acknowledgment and Assumption of Risks

I acknowledge that JayP's backyard Fat Pursuit is an extreme 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, photographers, film crew, coaches, event officials, and event monitors and/or producers of the event, and the lack of hydration. These risks are not only inherent to athletes, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in this event. I acknowledge that the inherent and other risks, hazards and dangers of these activities can cause injury, illness, property damage, illness, mental or emotional trauma, paralysis, disability or death to participant or others. Some, but not all of these risks include travel in high-altitude, mountainous or wilderness terrain; unpredictable and hazardous groundwater or weather conditions, including uneven terrain and extreme air or water temperatures; exposure to burns or sunburns; misjudgments made by TBT; close and unpredictable contact with wildlife and farm animals; allergic reactions or injury from plants or stinging, venomous or disease carrying animals or insects; the potential that the participant or others (e.g. co-participant, driver, medical or rescue personnel) may act carelessly or recklessly; personal health risks (disclosed or undisclosed, known or unknown) and equipment that can be misused or can fail or malfunction. I understand that TBT cannot assure my safety or eliminate any of these risks. During both supervised and unsupervised activities, all participants share in the responsibility for their own safety and agree to follow all TBT rules and policies. Participant is voluntarily participating with knowledge of the risks. Therefore, participant assumes and accepts full responsibility for the inherent and other risks (both known and unknown) of these activities and for any injury, damage, death or other loss suffered by participant, resulting from those risks and/or resulting from participant's negligence or other misconduct. I certify that I am 18 years of age or older, I am fit to participate in this event, and I have health insurance.

Release and Indemnity Agreement

This Release and Indemnity Agreement contains a surrender of certain legal rights. Certain federal land agencies (including the National Park Service and some regions of the U.S. Forest Service) restrict service providers, including TBT, from seeking releases of liability for negligence, for injuries or other losses occurring while operating under permit or concession on those federal lands. Therefore, except to the extent a court determines these federal restrictions are enforceable against TBT as a matter of law, I agree as follows:

- 1) To release and agree not to sue TBT with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claim/s') for any injury, damage, death or other loss in any way connected with my participation in these activities. I understand that in signing this Document, I surrender all rights to make a claim against TBT as a result of any injury, damage, death or other loss suffered by me;
- 2) To defend and indemnify ('indemnify' meaning protect by reimbursement or payment) TBT with respect to any and all claims brought by or on behalf of me, my spouse or other family member, a co-participant or any other person for any injury, damage, death or other loss in any way connected with my participation in these activities.
- 3) This Release and Indemnity Agreement includes claims resulting from TBT's ordinary and gross negligence, and includes claims for personal injury or wrongful death (including claims related to emergency or medical response, assessment or treatment), property damage, breach of contract or any other claim.

Conclusion

I agree that Idaho substantive law (without regard to its 'conflict of laws' rules) govern this Document, any dispute I have with TBT and all other aspects of my relationship with TBT and that any mediation, suit or other proceeding must be filed or entered into only in Teton County, Idaho. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Idaho mediator. I authorize TBT to obtain or provide medical care for me, to transport me to a medical facility and to provide treatment they consider necessary for my health. I agree to pay all costs associated with that care and transportation. I authorize TBT to use my photo or image in any manner for advertising, display, audio visual, electronic or other use. This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.

I have carefully read, understand and voluntarily sign this Document, and acknowledge that it shall be effective and binding upon me, my spouse and other family members and my heirs, executors, representatives and estate.

Participant Signature Date Print Name Here

200K BIB # _____

60K BIB # _____