

**2009 ROAD TO VICTORY BICYCLE CLASSIC**  
**RIDE FOR PARKINSON'S RESEARCH AND EDUCATION**  
**PARTICIPANT AND VOLUNTEER**  
**WAIVER AND RELEASE OF LIABILITY**

I acknowledge that this athletic event is a test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. I acknowledge the risks include, without limitation, those caused by the equipment, facilities, temperature, my conditioning or lack of hydration and the actions of other people, including but not limited to, other participants, volunteers, spectators, coaches, event officials, event monitors and the producers of the event. I acknowledge that these risks are not only inherent to participants, 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 people 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 by anyone that I should not participate.

In consideration of permitting me to participate, I hereby take action for myself (or entrant under 18 I am signing for), my executors, administrators, heirs, next of kin, successors and assigns as follows: (i) 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, the Davis Phinney Foundation, Vector 1 Designs, LLC, jointly and severally, and all such entities' affiliates, directors, trustees, officers, employees, volunteers, representatives and agents and all event sponsors, directors, volunteers, officials and all elements of any other event occurring at or near the ride location and course; (ii) indemnify and hold harmless the people and entities mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of my or any actions during this event; and (iii) reimburse the people and entities mentioned in this paragraph for all court costs and attorney fees in defending any action released hereunder.

• I certify that am 18 years of age or older or have a guardian that will claim responsibility for me and sign this form for me.

• I hereby consent to receive medical treatment, which 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. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and/or their assigns.

I agree that this Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

***I HEREBY CERTIFY THAT I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENTS.***

SIGNATURE OF GUARDIAN OR ENTRANT: \_\_\_\_\_

PRINTED NAME OF ENTRANT: \_\_\_\_\_

PRINTED NAME OF GUARDIAN (IF ENTRANT IS UNDER 18) \_\_\_\_\_

DATE: \_\_\_\_\_