

The 2018 **LIVESTRONG** Challenge is The **LIVESTRONG** Foundation's signature fundraising event. In order to participate, you must have medical insurance at the time of the event and agree to the following Agreement and Waiver of Liability. All participants must pay a registration fee at the time of registration. Minors under the age of 18 must be accompanied during the event by a parent or legal guardian who is also a registered participant.

AGREEMENT:

I understand that all donations for the Team **LIVESTRONG**® Challenge donation are non-refundable and non-transferable, even if I do not participate in the event. I also understand that the registration fee is non-refundable, non-transferable, and not tax deductible. I agree that I am responsible for raising the required fundraising minimum per my selected event and if I do not meet the required minimum, my credit card will be charged the difference to meet that requirement.

WAIVER, INDEMNITY AND RELEASE OF LIABILITY:

I understand that while participating in this event or in training programs and related activities (referred to collectively as "the event"), I will be using public streets and facilities where many hazards exist and I am aware of and appreciate the risks that may result. I am also aware that accidents may occur during this event, which could result in serious injury or death. I am voluntarily participating in this event with knowledge of all such risks, and if I am riding, I agree to wear a properly fitted and adjusted ASTM, ASNI, CPSC or SNELL certified helmet while riding.

In consideration of the acceptance of this registration entry, I assume full and complete responsibility for any injury or accident which may occur during my participation in any Team **LIVESTRONG** Challenge event, and I hereby release, indemnify and hold harmless The **LIVESTRONG** Foundation, event production partners for the Team **LIVESTRONG** Challenge events, the sponsors, promoters and all **LIVESTRONG** Foundation officers, employees and other persons and entities associated with this event (all individually and collectively known as "releasees"), from any and all claims, losses, injuries, and liabilities, or damages (collectively, "Damages") that I have or may have in the future based upon any acts or omissions, whether known or unknown, relating to, arising out of, or in connection with, the Team **LIVESTRONG** Challenge event, **WHETHER SUCH DAMAGES BE CAUSED BY MYSELF OR BY THE NEGLIGENCE, OF ANY DEGREE, OF THE LIVESTRONG FOUNDATION, THE SPONSORS, OR PROMOTERS, OR OTHER PERSONS OR ENTITIES ASSOCIATED WITH THIS EVENT.** Any individual may not modify this agreement orally or in writing. I understand that a bicycle is a legal vehicle in this State and that I must ride in a safe manner. I further understand and acknowledge that cycling involves inherent dangers that no amount of care, caution, instruction, or expertise can eliminate, and I am participating in the Team **LIVESTRONG** Challenge event at my own risk.

I intend by the Waiver and Release of Liability to release in advance, and to waive my rights and to discharge all of the releasees (as defined above), from all claims, losses or liabilities for death, bodily injury or property damage that I may have, or which may hereafter accrue to me, as a result of my participation in this event, **EVEN THOUGH THAT LIABILITY MAY ARISE FROM NEGLIGENCE OR CARELESSNESS ON THE PART OF THE RELEASEES,** from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. I understand and agree that this Waiver and Release of Liability is binding on my heirs, assigns and legal representatives.

I am physically capable of completing this event. I understand that I may be asked to provide a doctor's note or other proof that I am permitted to participate by my primary health care provider. If I am aware of or under treatment for any physical infirmity, ailment or illness, my medical care provider knows of and has approved my participation in this event. I will maintain personal health insurance while participating in the event. I acknowledge that I, and I alone, are solely responsible for my personal health and safety, and the personal property I bring with me. I will read the event description and rules for participation in the event and I will abide by all rules and regulations established by the event organizers and personnel as well as the local vehicle code. I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care.

I understand that my name, photograph, voice or likeness may be used for all promotional and commercial purposes related to the event by The **LIVESTRONG** Foundation, event production partners for the Team **LIVESTRONG** Challenge events, and their sponsors, beneficiaries, licensees, affiliates and employees. I consent to and authorize, in advance, such use and waive all rights of privacy I have in connection therewith. I also signify my understanding that I will not benefit financially from any use thereof.

I have carefully read this Waiver and Release and fully understand its contents. I am aware that by signing this waiver or selecting the "I AGREE" button I am agreeing to its terms, including waiving legal rights. Knowing this, I agree to these terms of my own free will.

On behalf of the minor participant, I hereby irrevocably and unconditionally agree to all of the terms of the Release and Waiver of Liability. I also, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby release, indemnify and hold harmless the releasees (defined above), with respect to any and all claims or causes of action I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF ANY OR ALL OF THE RELEASEES OR OTHERWISE, WHETHER OR NOT NEGLIGENCE HAS BEEN PROVEN,** to the fullest extent permitted by law. By signing below or selecting the "I AGREE" button, I am agreeing to these terms and conditions, including waiving legal rights.