ID Checked by: _____ **Name: _____**

43rd Cinderella Short, Classic & Challenge LIABILITY RELEASE AND WARNINGS

(This document affects your legal rights. Read carefully before signing.)

In consideration of my being permitted to participate in the 43rd Cinderella Classic & Challenge and related exhibitions, fairs or events ("Activity") I, for myself, my children, my heirs, executors, administrators, legal representatives, assignees, and successors in interest represent, warrant and agree to the following:

I am at least 18 years of age, and assume all responsibility for the selection and condition of all my equipment (including any supplied equipment) and warrant and represent that all my equipment is in good condition and adequate for my use during this Activity. I have no physical or medical condition/limitation which to my knowledge would endanger myself or others if I ride, or would interfere with my ability to take part in the Activity, nor have I made any misrepresentations concerning my abilities. No representations have been made to me by Releasees (identified below in **bold print**) concerning the safety of the Activity location(s), my skill or the adequacy, suitability or sizing of my equipment.

I understand the safe/proper use of all of my equipment and agree I will **NOT** do the following during the Activity: *allow anyone else to use my equipment; participate in conditions beyond my ability; leave the Activity course to be on my own; make any adjustments to any borrowed equipment supplied to me; wear any earphones in any ear; use a cell phone during the Activity; participate in the Activity under the effects of drugs or alcohol.* During the Activity I will insure that I follow all applicable laws or rules that pertain to the Activity use, will wear a CPSC or ASTM certified helmet and will follow all signage at the Activity and lawful directions of the Activity volunteers . If I observe any condition, which I consider to be unacceptably hazardous or dangerous, I will notify the Activity volunteers or proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.

I acknowledge that riding my bicycle alone or in a group on vehicle roads, bike paths or trails as well as attending any other events that are part of the Activity is an inherently dangerous activity, which exposes me to the possibility of death or serious physical and/or mental trauma or injury, and I FULLY ASSUME THE RISKS ASSOCIATED THE ACTIVITY INCLUDING, by way of example, and not limitation, the following: *collision with pedestrians, vehicles, other riders, fixed or moving objects, ground surface hazards, darkness, weather conditions (wind, rain, fog, ice, snow etc), equipment failure or mis-adjustment, the use of equipment unfamiliar to me, loss of control due to cross winds or loss of tire pressure, improper set up, inadequate safety equipment, food poisoning, dehydration, illness, and or my lack of riding skill or understanding on how to operate my equipment.* These risks may be caused by my own negligent actions, or inactions, those of others participating in the Activity, those of the Releasees, the area and conditions in which the Activity takes place, and there may be other risks not known to me or not readily foreseeable at this time.

In consideration of my being permitted to participate in the Activity, I, for myself, my children, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "successors") hereby WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE any and all entities associated in any way with the Activity including but not limited to Valley Spokesmen Bicycle Club, Dublin Cyclery, Livermore Cyclery, Eden Bicycles, 6Fifteen Cyclery, Lucky Stores, Las Positas College, Pacific Fine Foods Catering, government entities, landowners, sponsors, product/service suppliers/vendors and related companies (and their employees, members, agents, officers, directors, shareholders, and volunteers ("Releasees") for any and all claims, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING FROM RELEASEES OWN NEGLIGENCE (to the maximum extent permitted by law), which I or another person or entity have or which may hereafter accrue to me, another person or entity, or my successors and from any and all damages which may be sustained by me or another person or entity, directly or indirectly, in connection with, or arising out of, this Activity. I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. I consent to the release by any third party to Releasees of my name and medical information that may relate solely to any injury or death I may suffer arising from the Activity. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable. This agreement cannot be modified or waived orally or in writing. A facsimile or photocopied signature on this agreement, or of the entire agreement, has the same force and effect as an original. This agreement will be interpreted under California law and I agree to the venue and jurisdiction of Alameda County, CA.

Image release: As participant in the Activity and in any facets as to which my participation may be included, I for myself, my children, hereby grant Releasees, the irrevocable and unrestricted right and permission to copyright, in name or otherwise, and use, re-use, publish, and re-publish images of me or in which I may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with my own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other purpose whatsoever.

Name: _____ Address: _____ City: _____

State: _____ Zip: _____ Phone: _____ Email: _____ Age if under 18: ____

Emergency Contact: _____ Emergency Contact phone: _____

I have read this release

_____ _____ _____

Signature of participant **Print name of participant** **Date Signed**

Consent and Release of Parent legal Guardian *(Parent and Child sign this same form):* I am the parent or legal guardian of the Child named above ("Child"). My Child is fit for the Activity, and I consent to my Child's participation. I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT. In consideration of allowing my Child to participate, I consent to the contract and agree that ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD, and our heirs, legal representatives, and assignees. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY that I or my Child may allege against the Releasees as a direct or indirect result of injury or death to me or my Child because of my Child's participation in the event.

I have read this release

_____ _____ _____ _____

Signature of Parent or Legal Guardian **Print name of Parent or Legal Guardian** **Relationship** **Date Signed**

Name _____