

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY
AGREEMENT

for

THE BIG FAT RIDE

In consideration of my registration to bicycle in the Big Fat Ride, I hereby agree and acknowledge the following, which includes a release of liability, which will apply to my participation in the Big Fat Ride:

1. I am aware that with any bicycle related activity there are certain inherent dangers, including but not limited to the hazards of roads, off road terrain, accidents, actions of participants and other persons. By my participation in the Big Fat Ride, I certify that I am aware of these inherent dangers of bicycle riding and the safety rules of the road applicable to bicycles.
2. I understand that CPSC certified bicycle helmets are required to participate in all riding Big Fat Rides and I agree to wear a helmet while participating in the Big Fat Ride.
3. I understand that I must follow the rules of the road and all applicable laws and safe bicycling practices.
4. I hereby consent to emergency medical treatment if I am injured while participating in the Big Fat Ride.
5. I understand that it is not the function of Bike Anchorage or Fur Rondy to serve as guardians of my safety. I recognize that the route(s) chosen may be challenging, not necessarily the safest or easiest route(s) and that weather, road or traffic conditions may make a ride more difficult. Bike Anchorage reserves the right to remove any rider who is deemed to be endangering himself/herself or others or is riding illegally as defined by Alaska State and Municipal traffic law. Notwithstanding this clause, Bike Anchorage and Fur Rondy are not responsible for cyclists not removed from the Big Fat Ride for any of these reasons and this

clause shall in no way supersede, exempt participants from, or otherwise nullify any other clause in this Waiver & Release.

6. I freely and voluntarily accept all risks of injury, death, or property damage. I understand and agree that none of the parties described below may be held liable in any way for any occurrence or accident in connection with the Big Fat Ride. I hereby RELEASE from any and all liability and agree to INDEMNIFY AND HOLD HARMLESS Bike Anchorage and Fur Rondy, their officers, agents, successors and assigns, the sponsors, the ride leader(s) (if any), or other volunteers, against all claims, including, but not limited to, claims of negligence, unintentional acts, and acts of omission, and any loss or expense, which may arise from my participation in the Big Fat Ride. I understand I am responsible for my own conduct and decisions while participating in the Big Fat Ride and further agree that this Waiver & Release shall apply to any claim arising out of my participation in non-bicycling activities while a participant in the Big Fat Ride.
7. This Waiver & Release is intended to be binding upon me, my family, my heirs, my estate, my legal representatives and assigns. Any legal action that may arise from my participation in the Big Fat Ride will be brought in Anchorage Superior Court in the State of Alaska. I understand that the terms of this document are contractual and not a mere recital, and I have signed this document as my own free act.
8. Bike Anchorage will not be responsible for any delay, interruption or other failure to perform, and may cancel the Big Fat Ride in the case of a circumstance beyond its reasonable control. Such circumstances include, but are not limited to, an Act of God (for example, flood, earthquake, volcanic eruption, etc), war, riot or other civil disturbance, fire, epidemic, explosion, terrorist activity, sabotage, compliance with government requests, orders, or regulations, inability to deploy necessary equipment or volunteers, roadway or trail closures or construction, dangerous or impassable roadway or trail conditions, or any other cause beyond the reasonable control of Bike Anchorage. The executive director and the board

will be the sole decision makers as to what, if any, refund or other accommodation will be made in the event of cancellation of the Big Fat Ride.

I AGREE I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER & RELEASE BY READING IT AND AGREE TO ITS TERMS.

Signature

Printed Name

Date