

Agreement, Waiver and Release of Liability

“Bike for the Bluegrass”
October 29th, 2011

All riders must sign this Agreement, Waiver & Release in order to participate in “Bike for the Bluegrass”, October 29th, 2011 (the “Event”). If entrant is under 18 years of age the entrant’s guardian must sign the separate waiver for minors for him or her.

I acknowledge that I have received and read a copy of the Event’s rules and agree to abide by the Rules and applicable traffic laws, regulations. I also agree to ride the bike in a safe and courteous manner. I understand and acknowledge that the use of an ANSI/SNELL approved safety helmet while riding is mandatory and agree to comply with that requirement. I understand that my participation in the Event places me at greater risk of injury than choosing not to participate.

In consideration for being allowed to participate in the Event, I hereby waive, release, covenant not to sue, agree to indemnify and save and hold harmless the THE FAYETTE ALLIANCE, INC. (“Alliance”), FASIG TIPTON COMPANY, INC. (“Fasig”), and the farms known as GAINESWAY FARM, MT. BRILLIANT FARM, COBRA FARM, U.K. MAINE CHANCE EQUINE CAMPUS, AND CASTLETON-LYONS FARM (the “Farms”), the owners of the Farms, whether such owners are legal entities or individuals, family members and visitors of the Farms’ owners, and any officers, members, employees, volunteers, affiliates of the Alliance, Fasig, and the Farms, and any other person or entity connected with the Event (the “Released Parties”) for injury, misadventure, harm, loss, inconvenience, or damage suffered or sustained as a result of singly or collectively participating in this Event or in any activities associated with the Event, whether or not caused by the negligence or fault of the Released Parties.

I also consent to and permit emergency medical treatment in the event of injury or illness. I understand that if an ambulance is called and I refuse the ambulance service that the support (sag) vehicle will not transport me.

I understand that the marked cycling course and/or areas on FASIG TIPTON COMPANY, INC., GAINESWAY FARM, MT. BRILLIANT FARM, COBRA FARM, U.K. MAINE CHANCE EQUINE CAMPUS, AND CASTLETON-LYONS FARM, are open to riders and/or the public only during the Event on October 29th, 2011.

I HAVE READ THIS AGREEMENT, WAIVER AND RELEASE AND HAVE HAD AN OPPORTUNITY TO ASK ANY QUESTIONS ABOUT IT THAT I MAY HAVE. MY SIGNATURE BELOW INDICATES MY AGREEMENT TO ALL OF THE TERMS HEREIN. I AGREE THAT IF, DESPITE THIS RELEASE, I, OR ANYONE ON MY BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASED PARTIES, I WILL REIMBURSE EACH OF THE RELEASED PARTIES FOR ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Print Name of Entrant
For Entrant over Age 18

Signature of Entrant

(Volunteer may request to see Entrant’s driver’s license or other form of identification to confirm Entrant is Age 18 or older.)

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MINOR RELEASE: "Bike for the Bluegrass" October 29th, 2011
(For Participants Under the Age of 18)

All riders under the age of 18 must have a parent or legal guardian sign this Agreement, Waiver & Release in order to participate in "Bike for the Bluegrass" on October 29th, 2011 (the "Event").

I, the parent and/or legal guardian of the below-named minor ("Minor"), understand the nature of bicycling activities and the Minor's experience and capabilities and believe the Minor to be qualified, in good health, and in proper physical condition to participate in such activity. I understand that participation in the Event places the Minor at greater risk of injury than not participating. I acknowledge that I have received and read a copy of the Event's rules and have discussed the Rules and applicable traffic laws and regulations with the Minor. I agree to instruct the Minor to ride the bike in a safe and courteous manner and to instruct the Minor to wear an ANSI/SNELL approved helmet at all times while on the bicycle. I also consent to and permit emergency medical treatment for the Minor in the event of injury or illness. I understand that if an ambulance is called and I refuse the ambulance service that I must arrange for other transportation for the Minor.

In consideration for the Minor being allowed to participate in the Event, I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless THE FAYETTE ALLIANCE, INC. ("Alliance"), FASTIG TIPTON COMPANY, INC. ("Fasig") and the farms known as GAINESWAY FARM, MT. BRILLIANT FARM, COBRA FARM, U.K. MAINE CHANCE EQUINE CAMPUS, AND CASTLETON-LYONS FARM (the "Farms"), the owners of the Farms, whether such owners are legal entities or individuals, family members and visitors of the Farms' owners, and any officers, members, employees, volunteers, affiliates of the Alliance, Fasig, and the Farms, and any other person or entity connected with the Event (the "Released Parties"), for injury, misadventure, harm, loss, inconvenience, or damage suffered or sustained as a result of singly or collectively participating in this Event or in any activities associated with the Event, including negligent rescue operations, whether or not caused by the negligence or fault of the Released Parties.

I understand that the marked cycling course and/or areas on FASIG-TIPTON COMPANY, INC., GAINESWAY FARM, MT. BRILLIANT FARM, COBRA FARM, U.K. MAINE CHANCE EQUINE CAMPUS, AND CASTLETON-LYONS FARM, are open to riders and/or the public only during the Event on October 29th, 2011.

I HAVE READ THIS AGREEMENT, WAIVER AND RELEASE AND HAVE HAD AN OPPORTUNITY TO ASK ANY QUESTIONS ABOUT IT THAT I MAY HAVE. MY SIGNATURE BELOW INDICATES MY AGREEMENT TO ALL TERMS HEREIN. I FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASED PARTIES, I WILL REIMBURSE EACH OF THE RELEASED PARTIES FOR ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Print Name of Entrant

Print Name of Parent/Guardian

Signature of Minor Entrant

Signature of Parent/Guardian

Entrant's Birth date (if under 18):

ADDRESS: _____
(Street/Apt.#)

(Month/Day/Year)

(City) (State) (Zip)

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PHONE: (____) _____