

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
("Agreement") for**

Tour de Froth, all Stages.

IN CONSIDERATION of being permitted to participate in any way in Tour de Froth (TDF) sponsored bicycling activities ("Activity") I, for myself, my personal representatives, assignees, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of bicycling activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the normal hazards of traveling are to be expected. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

3. FULLY UNDERSTAND that: (a) the Activity officially begins and ends at the location(s) designated by Tour de Froth, its trip leaders and assistants. The Activity does not include carpooling, transportation, or transit to and from the Activity, and I AM PERSONALLY RESPONSIBLE FOR ALL RISKS ASSOCIATED WITH THIS TRAVEL; (b) if I decide to leave early and not to complete the Activity as planned, I FULLY ACCEPT AND ASSUME ALL RISKS AND RESPONSIBILITIES FOR LOSSES, COSTS, AND DAMAGES inherent in and arising from that decision; (c) Likewise, if the leader has concluded the Activity, and I decide to go forward without the leader, I ASSUME ALL RISKS INHERENT IN MY DECISION TO GO FORWARD AND WAIVE ALL LIABILITY AGAINST THE "RELEASEES" NAMED BELOW.

4. ACKNOWLEDGE and agree that Tour de Froth (TDF) expects all trip participants to conduct themselves in an appropriate and safe manner. TDF reserves the right to immediately remove any participant from an Activity, at the participant's expense, should that participant unnecessarily put her/himself or others at risk, or should her/his behavior be deemed consistently inappropriate or offensive. Tour de Froth (TDF) reserves the right to decline to accept or retain any person(s) for any reason whatsoever, and local guides or trip leaders are authorized to disqualify any participant from an Activity, at any time, if he or she determines it necessary for the safety and/or well being of the group, or if the participant in question is physically unfit for the rigors of the Activity.

5. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Tour de Froth (TDF) its respective administrators, directors, agents, officers, members, trip leaders, assistants, volunteers and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Event and Stage Number: _____

Event Date: _____

Event Location: _____

Your signature indicates that you have read and accept the policies, terms and conditions of this waiver.

Name (print): _____

Address: _____

Emergency Contact: _____ Emergency Number: _____

Signature: _____ Date: _____

Name (print): _____

Address: _____

Emergency Contact: _____ Emergency Number: _____

Signature: _____ Date: _____

Name (print): _____

Address: _____

Emergency Contact: _____ Emergency Number: _____

Signature: _____ Date: _____

Name (print): _____

Address: _____

Emergency Contact: _____ Emergency Number: _____

Signature: _____ Date: _____

Name (print): _____

Address: _____

Emergency Contact: _____ Emergency Number: _____

Signature: _____ Date: _____