

2ND ANNUAL NICODEMUS BIKE TOUR
RELEASE AND WAIVER STATEMENT

This release and waiver is a contract with legal consequences. Read carefully before signing.

RELEASE AND WAIVER: In consideration of the acceptance of my entry, I, the undersigned participant in the 2nd Annual Nicodemus Bike Tour, for myself, my family members, heirs, administrators, personal representatives, successors and assigns do hereby, in advance, fully release, discharge, indemnify and hold harmless any town, city, county or other municipality that I pass through or visit, the State of Kansas, The Nicodemus Historical Society, or any organization affiliated with them, owners and operators of event motor vehicles, and officers, directors, employees, agents, officials, volunteers and lessors, or any of the foregoing persons or otherwise, arising out of any damages, loss, illness, injury or death that I may cause or sustain arising out of or in any way connected with my participation, in any aspect of the 2nd Annual Nicodemus Bike Tour, whether a pre-ride or post-ride activity or the ride itself. I also expressly covenant with the aforementioned persons and entities not to sue any such persons and entities for any such activity, including the negligence of any such persons or entities. I fully realize and understand the dangers and inherent risks involved in participating in the 2nd Annual Nicodemus Bike Tour and fully assume all risks associated with such participation, including but not limited to, collisions, surface hazards, equipment failures, and weather conditions. I certify and represent by my application for entry that my physical condition and training as well as my equipment is adequate to allow me to participate safely in the 2nd Annual Nicodemus Bike Tour, and no physician has advised me against participating in such event.

I hereby acknowledge that the above persons and entities have no obligation to provide medical care and have not undertaken the responsibility to do so, in the event I receive medical care as a result of any injury or medical emergency, I hereby consent to and authorize such care and fully release the person(s) providing such care from any and all liability whether resulting from negligence or otherwise. I agree that any medical costs incurred will be my responsibility.

I agree to adhere to the rules of the 2nd Annual Nicodemus Bike Tour. I agree to wear an ANSI or Snell approved helmet at all times during the ride. I waive any claim I might have in connection with the rescheduling of the 2nd Annual Nicodemus Bike Tour for whatever reason. I acknowledge I have sole responsibility for my personal possessions and athletic equipment during the tour. I authorize and consent to the publication, whether by videotape, film, newsprint, written advertisement or otherwise, of any materials containing my name or picture and I release my sponsors and all persons acting under authority from any claims I might have due to initial or subsequent publication of any such materials or photographs.

I hereby certify that I have fully read and understand the foregoing release, waiver and covenant not to sue, and sign it voluntarily.

Larry McDermott
Signature

July 17, 1992
Date

PARENT OR GUARDIAN OF MINORS (18 years or under):

I as parent or guardian of there named _____ hereby give my permission for my child or ward to participate in the 2nd Annual Nicodemus Bike Tour and further agree individually and on behalf of my child or ward to the terms of the above release and waiver, which I have read and understand and which I have explained to my child or ward. I understand that persons under eighteen must be accompanied by an adult over the age of twenty-one.

Signature

Date