

WAIVER AND LIABILITY RELEASE FORM

Waiver to be read and signed by all participants including riders and volunteers (or guardian if under 18) at the time of registration and check in.

I, \_\_\_\_\_, wish to participate in the Tour De Donut

scheduled to take place on Sept 12, 2015, and post-event activities (the "Event") and I agree to abide by all rules, regulations, and event instructions of the Event, as well as all applicable municipal and provincial laws and regulations. I understand that participating in such an event, using public streets and facilities, and the use of and participation in services made available to participants during the Event is a potentially hazardous activity and can result in serious personal injury or death. I am aware of and expressly assume all risks associated with participating in this Event and I assert that my participation in this Event is voluntary. In consideration for being permitted to participate in this Event, I, for myself and for anyone entitled to act on my behalf, hereby waive and release, from any and all claims for injuries and damages I may have arising out of the Event or my participation in the Event, Rocketship Sports, Good Times Races, Village of Arcanum, Arcanum Butler Schools, Kennedy Winery, Gordon UMC and any beneficiaries, sponsors, officials, participating clubs, communities, organizations, riders, volunteers, participants, third-party vendors, and each of their respective affiliates, successors, officers, directors, employees, volunteers, agents, and representatives.

I intend by this Waiver and Release, in advance, to waive my rights, to covenant not to sue to release for future claims, and to discharge all of the persons and entities mentioned above, from any and all loss or damage, including, but not limited to claims for damages for death, personal injury or property damage that I may have, or which may hereafter accrue to me, as a result of my participation in all or any portion of this Event, even though that liability may arise from negligence, carelessness, or recklessness (whether simple or gross) on the part of the persons or entities being released, from dangerous or defective property or equipment owned, maintained, or controlled by them or because of their possible liability without fault.

I understand and agree that this Waiver and Release is binding on my heirs, assigns, and legal representatives. I attest that I am physically capable of participation in this Event. If I am aware of or under treatment for any physical infirmity, disorder, ailment, or illness, my medical care provider has been apprised of, and has approved of, my participation in this Event. I acknowledge that I and I alone, am solely responsible for my personal health and safety, and the personal property I bring with me. I consent to receive medical treatment which may be advisable in the event of illness or injuries suffered by me during this Event, and I agree to pay for the costs of any such medical treatment.

I agree that my participation in the Event is subject to the sole discretion of the organizers of the Event, and that my participation may be limited or terminated, with or without cause.

I further understand that my registration fee is non-refundable, non-transferable, and is not tax deductible.

I give permission to The Tour De Donut and its respective affiliates, subsidiaries and agents, for the free use of my name, photograph, voice, or likeness, in any broadcast, telecast, advertising promotion, or other account of this Event or marketing or promotion for future or similar events, and waive any rights of privacy I may have in that regard, and I understand and consent that I will periodically be receiving communications related to my participation in the Event. I understand that my name will be published as a participant on the Tour De Donut and GtRaces websites, and consent to this publishing.

This waiver and release shall be interpreted and the rights of the parties determined under the laws of the state of Ohio. The Ohio courts shall have exclusive jurisdiction for any dispute arising under, or pertaining to this waiver.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT THIS IS A RELEASE OF LIABILITY AND A BINDING CONTRACT BETWEEN MYSELF AND THE ENTITIES MENTIONED ABOVE, AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I UNDERSTAND THAT I AM SIGNING THIS WAIVER AND RELEASE FREELY AND VOLUNTARILY, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Initials \_\_\_\_\_.

Printed Participant Name: \_\_\_\_\_ Bib # \_\_\_\_\_

Signature of participant (or guardian if participant is under 18): \_\_\_\_\_

Date: \_\_\_\_\_