TOUR DE LOPEZ

Saturday, April 27th, 2024

WAIVER AND HOLD HARMLESS AGREEMENT

I acknowledge that by signing this Waiver and Hold Harmless Agreement ("Waiver"), I am releasing the Lopez Island Chamber of Commerce and its directors, agents, employees, members, event sponsors, promoters and affiliates from any and all liability arising from my participation in the Tour De Lopez ("TDL") Event. I understand that my execution of this Waiver is a prerequisite for participation in the TDL, and that this Waiver is a valid and binding contract between me and the Lopez Island Chamber of Commerce.

I understand and acknowledge there are certain risks associated with bicycle riding, including the risk of serious bodily injury or death, and I expressly agree to assume those risks. I fully assume the risks associated with such participation including and not limited to dangers of collision with pedestrians, vehicles, other riders and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, my own negligence, and weather conditions. I understand that Lopez Island is a rural area with hills, limited visibility, and narrow curving roads with little or no shoulder.

I understand that this Waiver is also binding on my heirs and representatives. If I am signing on behalf of a minor, I accept full responsibility for all medical expenses incurred as a result of the minor's participation. I agree to hold harmless and indemnify the entities named above for any claim brought on behalf of the minor.

I warrant that I am in proper physical condition to participate in this event, that I am a sufficiently competent cyclist to handle the road conditions, and that my bicycle is in a safe operating condition. I understand that wearing a bicycling helmet can minimize head injuries which may occur in a cycling accident and that all participants have been strongly advised to wear an approved helmet while participating in this event. I agree to follow the rules of the road and all applicable laws and safe bicycling practices. I grant the Lopez Island Chamber of Commerce the right to use photographs taken of me and/or the minor listed below during the Tour de Lopez for event promotion purposes.

I understand and agree that this Waiver is intended to be a complete and unconditional release of all liability as permitted by the laws of the State of Washington. I further understand and agree that this Waiver shall be governed by and construed in accordance with the laws of the State of Washington and that venue for any legal action arising out of this Waiver shall be in the San Juan County Superior Court.

I have carefully read and considered the implications of this Waiver and fully understand its contents. I understand and acknowledge that I am giving up significant legal rights, including the right to sue, and I understand I have the right to consult with legal counsel of my choosing prior to singing this Waiver. By my signature below, I have either consulted with an attorney or have knowingly and voluntarily declined to do so.

Print Name of Participant

Signature of Participant Date

Print Name of Participant

Signature of Participant Date

Print Name of Participant

Signature of Participant Date

Print Name of Minor Participant

Print Name of Minor Participant

Print Name of Minor Participant

Print Name of Minor Participant

Signature of parent/guardian if participant(s) is/are under 18 years of age Date