

CHALLENGED ATHLETES FOUNDATION WAIVER AND RELEASE FROM LIABILITY and Photo Release

In consideration for allowing me to participate in an "**Event**" or "**Events**" (which terms shall, whenever used throughout this document, refer to and include all and any training for and/or participation in any cycling, swimming, running, or other sporting event organized, supported by, or otherwise associated with the Challenged Athletes Inc., a California public benefit corporation doing business as the Challenged Athletes Foundation (the "**Foundation**"), and/or any of the Foundation's Cycling Club activities, which include, but are not limited to, scheduled group-cycling in public areas (all of which previously mentioned events may include participation by tandem cyclists, hand cyclists, and/or less-abled or disabled individuals)), I hereby acknowledge, understand, and agree to this Waiver and Release from Liability ("**Waiver and Release**") in its entirety for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf, without exception, reservation, or limitation (including by time passed since the date of my signature):

1. The Foundation and the various Event sponsors, organizers and administrators of Event(s) (each an "**Organizer**" and collectively the "**Organizers**") will, and are entitled to, rely upon the statements made by me herein including, but without limitation, for the purposes of arranging (or declining to arrange) the provision of healthcare support (if any) and obtaining (or declining to obtain) insurance coverage (if any) for Events.
2. Participating in an Event is an EXTREME TEST OF A PERSON'S PHYSICAL AND MENTAL CAPABILITIES AND CARRIES WITH IT A RISK OF SERIOUS INJURY, DEATH AND/OR PROPERTY LOSS. I certify that I am physically fit, have properly prepared for the Event(s) in which I will participate, and have not been advised against such participation by any qualified health professional.
I shall immediately contact the Foundation should any qualified health professional advise that I not participate in an Event, at which time I shall withdraw myself from, and shall not participate in, any Event(s) that such health professional's advice might reasonably be construed to relate to.
3. I hereby EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATING IN EVENT(S) whether foreseeable or otherwise and including, but not limited to: psychological or physical injury of any kind including heat-related illness, abnormal heart beat, abnormal blood pressure, stroke, and/or heart attack; falls (and any injury thereby caused to me or any other person or property); any and all hazards posed by spectators or other participants (whether realization of any such hazard should occur intentionally, recklessly, or negligently); the effects of the weather (including temperature extremes, rainfall, and humidity); defective equipment (by whomever provided); the surface condition of the roads and sidewalks; collision with pedestrians, vehicles, other Event participants, and fixed or moving objects; and water hazards, all such risks being understood and appreciated by me.
I acknowledge that these risks include risks that may be the result of active or passive negligence of the "**Released Parties**" (which term shall, whenever used throughout this document, refer to each and any of the Foundation, Organizer(s), Event sponsors, and Event producers, as well as each of their respective officers, directors, employees, volunteers, representatives, agents, successors, affiliates and assigns) or of other persons or entities. The foregoing assumption of risk is intended to be construed to include the broadest possible range of risks, whether such risks are inherent risks of Events or otherwise.
4. I am familiar with, and shall use, the safety equipment customarily used by participants in organized sporting events such as Events, and I EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH MY FAILURE to use such safety equipment, and/or my use of defective or inappropriate safety equipment, whether provided by me, the Foundation, an Organizer, or another Event participant.
5. Event(s) usually take place in public locations and WILL NOT BE CLOSED TO TRAFFIC.
 - (a) The risks of participating in Event(s) include, but are not limited to, those caused by actions of other people including, without limitation, operators of motor vehicles, spectators, Event volunteers, and other participants in Event(s) and I EXPRESSLY ASSUME THE RISKS ASSOCIATED WITH an Event conducted under such conditions.
 - (b) I shall observe and obey all traffic laws, signs, and signals at all times.
6. I shall abide by any decision of an Event official relative to my ability to complete this Event safely and I agree that Event officials, Event volunteers (including without limitation all training volunteers) may, but are not obligated to, authorize necessary emergency treatment for me during the course of an Event and/or provide first aid and/or medical assistance to me. I hereby consent to such first aid and/or medical assistance and agree to cover any costs and fees attributable to such first aid and/or medical assistance.
7. I acknowledge that no Event is, or involves, a race.
8. I hereby FOREVER WAIVE, RELEASE, ACQUIT, AND DISCHARGE THE RELEASED PARTIES from any and all CLAIMS, OBLIGATIONS, LIABILITIES, INJURIES, ACTIONS, CAUSES OF ACTION, DEBTS, LIENS, DAMAGES, JUDGMENTS, LOSSES, DEMANDS, AND EXPENSES (including, without limitation, attorneys' fees and costs) (collectively "**Claims**")

of any kind, whether or not such Claims are caused by the negligent acts, inaction, or omissions of any other person or entity and which Claims may arise out of, result from, or relate to (whether directly or indirectly) my involvement or participation in an Event including, without limitation, traveling to and/or from such Event, and whether or not such involvement or participation results in my personal injury or death.

I expressly agree not to bring any law suit (directly or indirectly, alone or jointly with (an)other(s)) against any of the Released Parties in relation to any of the Claims or other risks that I have assumed by virtue of this Waiver and Release.

9. I INDEMNIFY, DEFEND AND HOLD HARMLESS each of the Released Parties for any and all claims arising out of, or resulting from (whether directly or indirectly): my actions, inactions, or omissions; and/or my breach or failure to adhere to or comply with any provision of this Waiver and Release.
10. I hereby grant permission to the Foundation and Organizers to use my name and/or likeness relating to my participation in any Event(s), and I hereby waive all rights to any compensation to which I may otherwise be entitled as a result of the use of my name and/or likeness.

I HEREBY CERTIFY THAT I AM EIGHTEEN (18) YEARS OR OLDER AND THAT I HAVE READ THIS WAIVER AND RELEASE AND I UNDERSTAND ITS CONTENT.

[Signature] Date: _____

[Print Name] Driver's License No.: _____

MINOR

The undersigned _____ (print name) [parent or guardian] is the parent and(or) legal guardian of _____ (print minor's name) ["Minor"] and hereby acknowledges that he/she has executed this Acknowledgement, Waiver and Release of Liability form for and on behalf of the Minor. As the parent or legal guardian of the Minor, I represent that I have the legal capacity and authority to act for and on behalf of the Minor and I agree to indemnify and hold harmless the Foundation and the Released Parties for any Claims resulting from this representation.

AUTHORIZATION FOR THIRD PARTY CONSENT TO MEDICAL TREATMENT

I hereby authorize Foundation, and first aid personnel assigned by Foundation, to provide or consent to the provision of basic first aid and comfort measures for Minor through standardized first aid treatment procedures. I also authorize Foundation and such first aid personnel to provide or consent to the provision of over-the-counter (non-prescription) medications EXCEPT _____ to Minor when reasonably necessary for Minor's health and comfort.

I further authorize Foundation to provide or arrange for the transportation of Minor to a medical facility for urgent or emergency medical or dental treatment when reasonably necessary for the health and comfort of Minor. I assume all responsibility for payment for both the transportation and the medical or dental treatment. I acknowledge and agree that Minor's medical or dental insurance shall be secondarily responsible for payment of fees and costs associated with medical or dental treatment rendered to Minor, and I hereby release Foundation from any and all obligations to reimburse such insurers for any such payment.

I further authorize and give consent for Minor to receive any x-ray, examination, anesthetic, or medical or surgical diagnosis rendered by licensed members of the medical or dental profession. I understand that this authorization is given in advance of any specific diagnosis, required treatment or hospital care, but it is given to provide authority and power to render care to Minor which the aforementioned medical and dental professionals, in the exercise of their best judgment, deem advisable. I understand that reasonable efforts shall be made to contact me prior to any transportation or medical or dental treatment of Minor, but that transportation or treatment will not be withheld if I cannot be reached. This authorization is given pursuant to the California Family Code section 6910, and similar provisions of the laws of the State in which the medical or dental care is being sought.

I further authorize any hospital, medical facility, or other medical or dental provider who has provided treatment to Minor, to surrender physical custody of Minor to a representative of Foundation upon the completion of treatment. This authorization is given pursuant to Section 1283 of the Health and Safety Code of California and similar provisions of the laws of the State in which the medical or dental care is being provided.

Signature of Parent or Legal Guardian Date: _____

Print Name of Parent or Legal Guardian Parent Driver's License No.: _____
Parent Cell No.: _____

Waiver and Releases from minors will only be accepted with a parent or legal guardian's signature.