

Release and Waiver of Liability

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT: The undersigned, in consideration of being permitted to participate in the Burlington to Portland HIV/AIDS Vaccine Bike Trek, hereby agrees on behalf of myself, my personal representatives, assigns, heirs and next of kin as follows:

1. That I agree to follow all of the rules and regulations established by Charity Treks, Inc. for the Trek, and I agree that an infraction of those rules and regulations could result in my being expelled from the Trek.
2. That I agree that the entry fee is non-refundable and non-transferable.
3. That I hereby grant permission to officers and directors of Charity Treks, Inc. to use any photograph, videotape, motion picture, website image, or recording of me taken during this event, which depiction or recording will be used for the sole purpose of promoting and documenting this or any future event by Charity Treks.
4. That I understand that the Trek will be conducted over public roads and facilities open to the public during the Trek and upon which the hazards of traveling are to be expected. I agree to wear a properly fitted and adjusted ASTM-, ANSI-, CPSC- or SNELL certified helmet while riding. I agree that I am not permitted to use any type of listening device (iPod, MP3 player) while riding.
5. That I am qualified to participate in a long distance bicycling event, and that I am in good health and in proper physical condition to participate in the Trek. If I am aware of or under treatment for any physical infirmity, ailment or illness, my medical care provider knows of and has approved my participation in this event.
6. That I agree that my participation in the Trek is subject to the sole discretion of the organizers and Medical Director on the Trek and that my participation may be limited for medical or other safety-related reasons.
7. That I acknowledge, agree and represent that I understand the dangerous nature of bicycling activities especially long distance multiple day events. I acknowledge that I and I alone am solely responsible for my personal health and safety and the personal property I bring with me. That I will have medical insurance in force at the time of the Trek. I am aware that accidents may occur during the Trek and that I may be seriously injured or killed as a result ("Risks").
8. That I fully understand that these Risks may be caused by my own actions, inactions or negligence, the actions, inactions or negligence of others participating in the Trek, or the conditions in which the Trek takes place, or the actions or inactions or negligence of Charity Treks, Inc. or its volunteers.
9. That there may be other risks and social and economic losses either 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 Trek.
10. That I hereby RELEASE, DISCHARGE, covenant not to sue Charity Treks, Inc., a Connecticut Corporation, it's respective administrators, members, managing members, directors, agents, officers, volunteers, and employees, the Medical Director, members of the medical team, other participants, any sponsors, advertisers, and owners or lessors of premises on which the Trek takes place ("Releasees") 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 I or anyone on my behalf makes a claim against any of the Releasees I will indemnify, save or hold harmless each of the Releasees from any monetary losses including but not limited to litigation costs including attorney fees.
11. I have had the opportunity to read this agreement and fully understand its terms. I understand that by signing this agreement I am giving up substantial rights. I acknowledge and agree that I have signed this agreement freely and without inducement or assurance of any nature and intend it to be a complete unconditional release of liability to the greatest extent allowed by Connecticut law and agree that if any portion of this agreement is held to be invalid the balance notwithstanding shall continue in full force and effect.

Participant's Name (Please Print)	
Participant's Signature	Date
Parent or Guardian's Signature (if participant is a minor)	Date

Please mail this form to the address on the right.

<p>Charity Treks, Inc. P.O. Box 321 Charlottesville, VA 22902</p>	 <p>CharityTreks <small>fundraisers of a different color</small> www.charitytreks.org</p>
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