



## NCAC 2008 Liability Waiver

I certify that I am physically fit, have sufficiently trained and prepared for participation in this event and have not been advised otherwise by a qualified medical person. I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, lack of hydration, equipment, vehicular traffic, actions of other people including, but not limited to participants, volunteers, spectators, journalists, event officials, event monitors, and/or producers of the event. The risks are not only inherent to athletics, but are also present for volunteers and support staff. I hereby assume all of the risks of participating and/or volunteering in this event called NorCal AIDS CHALLENGE held on May 15 - May 18, 2008.

### As a Cyclist I agree:

- 1) To raise at least the \$1600 fundraising minimum for Cyclists by 4pm on Wednesday, May 14th, 2008.
- 2) In the case I have not met the \$1600 fundraising minimum by 4pm on May 16, 2008 I understand that I may, at my request, obtain an extension until June 20, 2008 to obtain the fundraising minimum. In this case I understand that during the final registration process on May 14, 2008 I will be required to sign a statement authorizing the Capital City AIDS Fund to charge my credit card on June 23, 2008 for the difference between \$1600 and the amount of money I have raised as of 8am on June 23, 2008.
- 3) In order to obtain an extension and participate in the ride as a Cyclist, I understand that I must have raised at least \$800 by May 14, 2008.
- 4) I understand that I am responsible for my own safety during this event and its associated activities. I agree to wear a properly fitted cycling helmet [approved by SNELL, ANSI, ASTM, or CPSC] at all times while riding and I will abide by the rules of the road and all applicable California Vehicular Codes.

### As a Crew Member I agree:

- 1) To raise at least the \$250 fundraising minimum for Crew Members by 4pm on Wednesday, May 14, 2008.
- 2) In the case I have not met the \$250 fundraising minimum by 4pm on May 14, 2008 I understand that I may, at my request, obtain an extension until June 20, 2008 to meet the fundraising minimum. In this case I understand that during the final registration process on May 14, 2008 I will be required to sign a statement authorizing the Capital City AIDS Fund to charge my credit card on June 23, 2008 for the difference between \$250 and the amount of money I have raised as of 8am on June 23rd, 2008.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me or my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: Capital City AIDS Fund, their directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, event beneficiaries, event directors, event volunteers, as well as any and all involved municipalities or other public entities, (and their respective agents and employees); (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during this event.

I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during this event. I have read, understand, and agree to abide by the rules of the event as published on the event website. I also understand that at this event or related activities, I may be photographed. I agree to allow my name and/or likeness to be used for any legitimate purpose by event holders, producers, sponsors, organizers and assigns.

I acknowledge that this Accident Waiver and Release of Liability (AWRL) form will be used by the event holders, sponsors, and organizers, in which I may participate and that it will govern my actions and responsibilities at said events. It is further understood and agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. This AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I certify that I have read this document and I understand its content.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_