



ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM (the "Waiver and Release"): By executing this Waiver and Release below, I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN BIKE RIDING AND RELATED ACTIVITIES (the "Activity") AND ANY AND ALL EVENTS RELATED TO THE 2021 PORKPALOOZA HOSTED BY PORKPALOOZA, LLC FOR THE BEEFIT OF LIFESCAPE, THE LIFESCAPE FOUNDATION AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENCIES, AGENTS, ASSOCIATES, OFFICERS, DIRECTORS, VOLUNTEERS AND EMPLOYEES (collectively, the "Released Parties"), including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the Released Parties from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I am physically fit, have sufficiently

prepared or trained for participation in the Activity, and have not been advised to not participate in the Activity by a qualified medical professional. I certify that I have no health-related reasons, limitations or problems which preclude my safe participation in the Activity. I acknowledge that this Waiver and Release will be used by the event holders, sponsors, and organizers of the Activity and that it will govern my actions and responsibilities during the Activity. In consideration of permitting me to participate in the Activity, I hereby voluntarily take action for myself, my executors, administrators, heirs, next of kin, personal representatives, successors, and assigns as follows:

- (A) I AGREE TO ACCEPT AND PERSONALLY ASSUME ALL RISKS IN CONNECTION WITH PARTICIPATION IN THE ACTIVITY, AND I HEREBY WAIVE, RELEASE, AND DISCHARGE the Released Parties from any and all liability, including but not limited to, liability arising from the negligence or fault of the Released Parties, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me while partaking in the Activity, including my traveling to and from the Activity; and
- (B) I HEREBY RELEASE, DISCHARGE, WAIVE AND COVENANT NOT TO BRING CLAIMS OR SUE the Released Parties and their respective agencies, agents, affiliates, associates, officers, directors, owners, and employees from any and all liabilities or claims made as a result of participation in this Activity, whether caused by the negligence of the Released Parties or otherwise; and
- (C) I PROMISE, COVENANT, AND AGREED TO INDEMNIFY, DEFEND, AND HOLD HARMLESS the Released Parties from any and all liabilities, losses, damages, claims, expenses and charges (including, without limitation, reasonable attorneys' fees and costs of defense) which arise from or are related to my participation in the Activity; and
- (D) I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS BODILY INJURY, AND PROPERTY LOSS. I further acknowledge and understand that my participation is voluntary and that I can avoid these risks by not participating in the Activity. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people.

This Waiver and Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. The terms of this Waiver and Release shall bind the members of my family, if I am alive, and my executors, administrators, heirs, next of kin, personal representatives, successors and assigns if I am deceased. I acknowledge and understand that if any portion of this Waiver and Release is found to be void or unenforceable by a court of competent jurisdiction, such void or unenforceable portion shall be modified by such court so that it may be valid and enforceable, if possible, and, if not possible, such void or unenforceable portion shall be severed from this document and, in either case, the remaining portions of this document shall remain in full force and effect.

I CERTIFY THAT I HAVE READ THE ENTIRE ABOVE WAIVER AND RELEASE, ACKNOWLEDGE THAT IT CANNOT BE MODIFIED OR CHANGED IN ANY WAY BY ORAL REPRESENTATION, AND I FULLY UNDERSTAND ITS CONTENT COMPLETELY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT THAT WAIVES SUBSTANTIAL LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Print Participant's Name Age Signature Date
Participant cell phone _____ Email _____
Emergency contact person and phone # _____

(If under 18 years old, parent or guardian must also sign off) PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old) The undersigned parent and natural guardian does hereby represent and warrant that he/she is, in fact, acting in such capacity, has the requisite authority to do so, has consented to his/her child or ward's participation in the Activity, and has agreed individually and on behalf of the child or ward, to the terms of the Waiver and Release set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the Released Parties from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Parent/Guardian print name _____

Signature _____ Date _____