

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Fat Tire Ride, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities on their behalf (Hereinafter collectively referred to as Fat Tire Ride). I hereby agree to release and discharge Fat Tire Ride, on behalf of myself, any children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that Fat Tire Ride known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: Collision with other bike or car, the walls or other fixed objects; falling down; my own equipment failure or the failure of other's equipment; my own or other's negligence; objects or conditions on the road surface that may cause me to fall, broken bones; sprains, head, neck, and back injures; abrasions, and bruises.

Furthermore, all employees have a difficult jobs to perform. They seek safety, but are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby, voluntarily release, forever discharge, and agree to indemnify and hold harmless Fat Tire Ride from any and all claims, demands, or causes of action, which are in anyway connected with my participation in this activity.
4. Should Fat Tire Ride or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against Fat Tire Ride, I agree to do so solely in the state of Wisconsin, and I further agree that the substantive law of the state shall apply in this action without regard to the conflict of law rules of that state.
7. I agree that if any position of this agreement is found to be void or unenforceable, the remaining policies shall remain in full force and effect.

By signing this document, I agree that if anyone hurt or property is damages during mu participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Fat Tire Ride in the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.

Signature of Participant Print Name _____

Address _____ City _____ State _____ ZIP _____

Phone with area code (____) _____ Date _____