



# ***SNUC Foundation, Inc.***

## **A 501c3 Corporation**

### **Crankin' Out Cancer Release And Waiver of Liability**

For consideration of participation in the Crankin' Out Cancer event to be held on June 17, 2017, I,

\_\_\_\_\_  
(Print Your Name Here)

waive and release the SNUC Foundation and Evom Lounge, its directors, officers, administrators, representatives and executors, past and present employees, volunteers, agents, supervisors, participants, all city and state governments, assigns, all sponsors, their representatives and successors and other persons (collectively, the "Releases"), from any and all claims, liabilities, or causes of action arising out of an injury to me (or my child) and from any and all claims, liabilities, or cause of actions arising from my (or my child's) participation or attendance in this event.

#### **INHERENT AND POTENTIAL RISKS**

I understand that the Crankin' Out Cancer event involves strenuous physical activity associated with bicycling. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume all risks associated with participating in Crankin' Out Cancer relating to the risk of strenuous physical activity, collisions with other riders, or falling off of my bicycle. I acknowledge that I (or my child) may incur minor injuries, major injuries, and catastrophic injuries including paralysis and death. I assume all risks from contact with other participants and volunteers, negligent or wanton acts of other participants and volunteers, any defects of conditions of road surfaces (including uneven or wet road surfaces or gravel on the road surface), failure of cyclists, vehicles, and non-participants to observe traffic signals or laws, and the effects of weather including high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and/or humidity.

I agree to dress myself (or my child) appropriately as to mitigate risk of physical injury to myself (or my child) including, but not limited to: wearing shoes appropriate for strenuous cycling involved in the Crankin' Out Cancer event ; and dressing in conjunction with the weather. I understand that wearing a helmet that satisfies Consumer Product Safety Commission ("CPSC") standards is a requirement to participate in Crankin' Out Cancer. I agree to wear a helmet that satisfies CPSC standards for the entirety of my participation in Crankin' Out Cancer.

#### **MEDICAL EVALUATION**

I attest that I (or my child) am medically and physically able to participate in Crankin' Out Cancer. If I experience any doubt as to my (or my child's) ability to successfully and safely participate in and/or complete Crankin' Out Cancer, I take full responsibility for consulting a physician. I attest that, if I (or my child) am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I (or my child) should have or did consult a physician prior to participating in Crankin' Out Cancer.

I consent to emergency medical care and transportation in the event of injury to me (or my child) as medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency, including, but not limited to, negligent emergency rescue operations.

#### **VOLUNTARY PARTICIPATION**

I am fully aware of the risks connected with participation in Crankin' Out Cancer, whether specifically listed in this Release or not, and I voluntarily elect to participate in Crankin' Out Cancer knowing that this participation involves these risks.

**Crankin' Out Cancer Release And Waiver of Liability Continued**

**ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE, AND COVENANT NOT TO SUE**

In consideration for being permitted to participate in Crankin' Out Cancer, I voluntarily agree for myself, my family, heirs, assigns, executors, and administrators to the following:

1. TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me (or my child), or any loss or damage to property owned by me (or my child), as a result of participating in Crankin' Out Cancer.
2. TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE the Releases from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me (or my child), or to any property belonging to me (or my child), while participating in Crankin' Out Cancer including, but not limited to, any claim that the act or omission complained of was in whole or in part by the negligence or carelessness of the Releases.

**ACKNOWLEDGMENT AND COMPLIANCE WITH RULES**

I agree to observe all rules and safety procedures that accompany Crankin' Out Cancer and to abide by any decision of an event official relative to my (or my child's) ability to safely participate in the event. I agree to exhibit appropriate behavior at all times and to obey all laws, including all applicable state and local laws and regulations governing cyclists, and event officials may dismiss me (or my child), without refund, should my (or my child's) behavior endanger the safety of or negatively affect an event, person, facility, or property of any kind.

**SEVERABILITY**

I agree that if any portion of this Release is deemed to be invalid, the remainder of the Release will still be binding and enforceable.

I acknowledge and represent that I have carefully read and understand all terms of this Release and Waiver of Liability.

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Emergency contact name and phone number: \_\_\_\_\_

Bib Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_