

# Liability Waiver Omaha Connect Ride

In consideration of the acceptance for entry in the Omaha Connect Ride, I hereby freely agree to and make the following contractual representations and agreements:

- I will wear a helmet while riding in this event which can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet.
- I understand that a bicycle ride on public roadways is a potentially hazardous activity, which could cause injury or death. I fully assume the risks associated with such participation including by way of example: the dangers of collision with pedestrians, vehicles, other participants and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with the Omaha Connect Ride.
- I hereby waive, release and discharge for myself, my heirs, executors, administrators, legal representative, assigns, and successors in interest (hereinafter collectively "successors") any and all rights which I have or which may hereafter accrue to me against the sponsors of this event, the Heartland CBMC, and any promoting organization(s), property owners, law enforcement agencies, all public entities, special districts, and properties (and their respective agents, officials, and employees), through or by which the events will be held for any and all damages which may be sustained by me directly or indirectly in connection with the event, or travel to or return from the event.
- I agree to abide by any decision of ride organizers relative to any aspect of my participation in this event, including the right of any organizer to deny or suspend my participation for any reason whatsoever.
- I agree it is my sole responsibility to be familiar with the event course, and any special rules and regulations of the event.
- I understand and agree that situations may arise during the event which may be beyond the immediate control of the event officials or organizers, and I must continually ride so as to neither endanger myself nor others.
- I attest that I have read the rules of the ride and agree to abide by them.
- I accept responsibility for the condition and adequacy of my equipment.
- I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in this event.
- I grant permission to all the foregoing to use my photographs, motion pictures, recordings, or any other record of this event for any legitimate purpose.
- I assume all risks associated with consuming any food or drink available at the event. I am solely responsible for any adverse health effects from food or beverage consumption, regardless of any allergy, known or unknown, that I may have. I agree not to consume alcohol or narcotics prior to or while cycling in the event.
- I agree, for myself and successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally judged liable on such claim for willful and wanton negligence.
- I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ EACH OF THE ABOVE PROVISIONS AND FULLY UNDERSTAND AND AGREE WITH EACH PROVISION. I UNDERSTAND THAT I AM GIVING UP LEGAL RIGHTS BY ACCEPTING THIS LIABILITY AGREEMENT THROUGH MY REGISTRATION FOR THIS EVENT.

This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any other provision herein or as consent to any subsequent waiver or modification.