



## Participant Waiver and Release From Liability

### PLEASE COMPLETE THE FOLLOWING INFORMATION

TODAY'S DATE: \_\_\_\_\_

EVENT NAME: The Flyers Charity Classic

EVENT DATE: July 16, 2017

RACE (S)/ACTIVITY (IES) ENTERED \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

E-MAIL \_\_\_\_\_

EMERGENCY CONTACT NAME \_\_\_\_\_

EMERGENCY CONTACT PHONE \_\_\_\_\_

### Waiver and Release of Liability

In executing this Agreement and Release, I specifically confirm the following:

By participating in Flyers Charity Classic, I acknowledge and agree that: (i) participatory sporting activities can be inherently dangerous and has the potential for death, serious injury and property damage; (ii) I will be using public streets and facilities where many hazards exist and I am aware of and appreciate the risks which may result; (iii) accidents occur during such activities and that I may be seriously injured or killed as a result. I am voluntarily participating in this event with knowledge of the dangers involved and I agree to accept any and all risks of injury or death. My participation in Flyers Charity Classic is consideration for my agreement to: (i) assume all risks associated with my participation in the Flyers Charity Classic; (ii) release, waive any and all claims against and hold harmless the The State of Pennsylvania, City of Philadelphia, its officers and employees, g4 Productions LLC, Comcast Spectacor, Flyers Charity Classic volunteers, staff members, medical personnel, sponsors, the PA Departments of Transportation and the cities and townships in which I will ride; their affiliated organizations; vendors associated with Flyers Charity Classic; designated beneficiaries; sponsors; officials; participating clubs; communities; organizations, The Philadelphia Navy Yard (PDIC, PAID, CBRE) and all other government or public entities (and all of their respective officers, directors, agents, employees, and members) who, through negligence, carelessness or any other cause, might otherwise be liable to me.

I intend by agreeing to this Waiver and Release of Liability to release, in advance, and to waive my rights and discharge all of the persons and entities mentioned above, from any and all claims for damages for death, personal injury or property damage including damage to my bicycle which I may have, or which may hereafter accrue to me, as a result of my participation in Flyers Charity Classic, even though that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. I understand and agree that this Waiver and Release is binding on my heirs, assigns and legal representatives.

I affirm that I am physically capable of participating in Flyers Charity Classic, and my medical care provider has approved my participation. If I am aware of or under treatment for any physical infirmity, ailment or illness, or any mental illness, my medical care provider knows of and has approved my participation in Flyers Charity Classic. I acknowledge that I and I alone, are solely responsible for my personal health and safety and the personal property I bring with me. I accept full responsibility for any costs incurred for medical treatment due to incorrect, outdated, or falsified insurance information. I will abide by all rules and regulations established by the Flyers Charity Classic organizers and personnel, as well as all transportation laws and the bicycling codes of Pennsylvania. If cycling I agree to wear a properly fitted and adjusted helmet during Flyers Charity Classic at all times that I am on a bicycle. It is recommended that a Certified helmet be worn. I will not ride a recumbent bike, EllipitiGo, or use triathlon bars. These vehicles are not permitted at Flyers Charity Classic. If I show up with one of these types of vehicles I understand that I cannot participate in Flyers Charity Classic.

I hereby grant to The Flyers Charity Classic and g4 Productions, the right and permission to use my name and/or photograph in any and all advertising and promotion materials, or to refrain from doing so, in any manner or media whatsoever, worldwide, for advertising and promotional purposes without notice to me and without further compensation. I shall have no right of approval, no claim to any compensation, and no claim arising out of the use, alteration, distortion or illusionary effect or use in any composite form of my name, address, photograph or likeness.

I have carefully read this Waiver and Release of Liability and fully understand its contents. I certify that I am at least 18 years of age at the time of the commencement of Flyers Charity Classic. I am aware that this is a RELEASE OF LIABILITY and a contract between me and the persons and entities mentioned above and all of their respective officers, directors, employees, agents and representatives and I sign it of my own free will. I am also aware that I will be asked to confirm my understanding of this agreement prior to the commencement of Flyers Charity Classic by signing another copy of this waiver, and the failure to do so will disqualify me from participating in the event without entitling me to any refund.

### 3. Rules of Conduct and Behavior.

I confirm that I am in proper physical condition to safely participate in Flyers Charity Classic and confirm that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in Flyers Charity Classic, or that would result in my participation creating a risk of danger to others or myself.

I understand that Flyers Charity Classic staff has the authority to issue instructions or directions relating to the manner of my safe participation in Flyers Charity Classic and the authority to halt my participation in Flyers Charity Classic at any time they deem it necessary to protect the safety of participants, spectators and personnel.

#### **Prohibited Items**

The following items are not permitted at Flyers Charity Classic:

- No illegal substances, drugs or drug paraphernalia
- No knives, guns or weapons of any kind
- No flammable lanterns or fire of any kind
- No fireworks or any types of explosives
- No clothing, props or equipment that pose an unnecessary risk to participants

I confirm that I am not in possession of any prohibited items. All personal items are subject to search and the Prohibited Items List is subject to change. Flyers Charity Classic hereby reserves the right to search all participants' personal belongings at the discretion of venue personnel.

I confirm that I shall abide by all local, state and federal laws while participating in Flyers Charity Classic. I understand that Flyers Charity Classic staff may immediately cause anyone who disobeys rules, directions, instructions or laws, or whose behavior endangers safety of negatively affects a person, facility or property of any type or kind, to be removed from Flyers Charity Classic.

The initials or mark and date that I provide serves as my signature and date for this participant waiver.

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

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

I am the parent or legal guardian of \_\_\_\_\_(Child) under the age of 18. My Child is fit for the event, and I consent to my Child's participation. I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT. In consideration of allowing my Child to participate, I consent to the contract and agree that IT'S TERMS SHALL LIKEWISE BIND ME, MY CHILD, and our heirs, legal representatives, and assignees. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY that I or my Child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in the event, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. I PROMISE NOT TO SUE RELEASEES on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the event.

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

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