

2015 Tour de Jalapeno Tour and Race ( Event date 8-2-2015 )

GENERAL RELEASE, WAIVER OF LIABILITY AND PARTICIPATION AGREEMENT

ALL PARTICIPANTS IN EVENT, Tour de Jalapeno, ARE REQUIRED, AS A CONDITION OF PARTICIPATION IN SUCH EVENT, TO ASSUME ALL RISKS OF PARTICIPATION BY SIGNING BELOW. THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS TO RECOVERY SHOULD YOU BE INJURED IN THE EVENT. PLEASE READ IT CAREFULLY.

The undersigned athlete ("Athlete") on behalf of himself/herself and on behalf of Athlete's personal representatives, assigns, heirs, executors, and successors hereby fully and forever releases, waives, and discharges Redemption Race Productions, LLC, the city(ies), county and state hosting the Event, all municipal agencies whose property and/or personnel are used or in any way assist the Event, all sponsoring or co-sponsoring companies or individuals related to the Event including San Marcos River RanchPOA, SMRR Ltd, Waterfall Ranch, LLC, (collectively, "Releasees") from all liability to the Athlete and his/her personal representatives, assigns, heirs, executors, and successors for loss(es), damage(s) and claims therefor on account of injury to Athlete or his/her property or the resultant death of Athlete, whether caused by the active or passive negligence of the Releasees or otherwise, in connection with Athlete's participation in the Event (Losses), and further covenants not to sue any of the aforementioned parties for such Losses.

Athlete is fully aware of the risks and hazards inherent in participating in the Event and elects to voluntarily participate. Athlete hereby assumes all risks of loss(es), damage(s), or injury(ies) that may be sustained by him/her while participating in the Event. Athlete represents and warrants to the Releases that he/she is in good physical condition and is able to safely participate in the Event. Athlete is fully aware that the event will take place rain or shine and that the event will take place on open roads. Athlete must obey all traffic laws.

Athlete agrees to the use, publication and distribution of his/her name and photograph in broadcasts, newspapers, brochures and other media (including for advertising or sales promotional purposes) without compensation, and hereby waives and releases any claim or right Athlete may otherwise have arising out of such use, publication or distribution.

Athlete acknowledges that the entry fee paid is non-refundable and non-transferable. Athlete acknowledges and agrees that Redemption Race Productions LLC, in its sole discretion, may delay or cancel the Event as it deems necessary, including if it believes the conditions on the day of the Event are unsafe. If the Event is delayed or cancelled for any reason, whether or not within the control of Redemption Race Productions, there shall be no refund of the entry fee or any other costs of Athlete in connection with the Event.

The Athlete hereby grants to the medical director(s) of the Event, and their agents, affiliates and designees, access to all medical records (and physicians) as needed and authorizes medical treatment as needed. Athlete understands that he/she has the right to refuse medical care and advice of the Event medical director(s) and their representatives. If Athlete's medical condition becomes such that the Athlete's mental capacity is questioned, the Event medical director(s) have the right to recommend and initiate treatment of Athlete. It is understood and agreed that Athlete hereby assumes liability for any and all medical expenses incurred as a result of training for or participation in the Event, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services.

Athlete warrants that all statements made herein are true and correct and understands that Releases have relied on them in allowing Athlete to participate in the Event.

ATHLETE HAS READ THE FOREGOING AND INTENTIONALLY AND VOLUNTARILY SIGNS THIS GENERAL RELEASE, WAIVER OF LIABILITY AND PARTICIPATION AGREEMENT.

Name(Print) \_\_\_\_\_ Age \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE FOR MINORS (UNDER 18 YEARS OLD) AND PARTICIPANTS IN the Tour de Jalapeno Bike race and Tour ( ages 13-17)

In order for the participant to compete, a parent or legal guardian MUST sign below. As a parent or guardian of a participant in the TOUR de JALAPENO BIKE RACE AND TOUR, I agree to the terms and conditions contained in this agreement, and I assume responsibility for the actions or inactions of the participant.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_