

VeloSano Bike to Cure 2024

VOLUNTEER WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION FOR the opportunity to serve as a Volunteer during 2024 VeloSano Bike to Cure (*the "Event"*); I, for myself and on behalf of my spouse, children, heirs, parents, guardians, next of kin, legal and personal representatives, executors, administrators, successors and assigns (*collectively, "I", "me" or "my"*) freely agree to the following terms pursuant to this Volunteer Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (*the "Agreement"*);

Throughout this agreement, "I" refers to myself age 18 or older, or to a Minor Rider age 8-17 (if I'm completing this waiver on behalf of my minor child).

1. I warrant that (i) **I am at least eighteen (18) years of age or older;** (ii) **I am in excellent health** with no mental, physical or medical conditions which would impair, prevent or prohibit me from safely serving as a Volunteer for the Event; and (iii) **I am not under the influence of alcohol or any illicit or prescription drugs** which would in any way impair my ability to serve as a Volunteer for the Event.
 - a. If completing this on behalf of a minor participant, I am the parent or legal guardian of the Minor identified below (the "Minor"), and am authorized to make decisions on the Minor's behalf. I hereby give permission for Minor to serve as a Volunteer during the Event. I warrant that Minor is (i) at least eight (8) years of age or older; (ii) in excellent health with no mental, physical or medical conditions which would impair, prevent or prohibit Minor from safely serving as a Volunteer for the Event; and (iii) is not under the influence of alcohol or any illicit or prescription drugs which would in any way impair Minor's ability to serve as a Volunteer for the Event.
2. **I agree that it is my responsibility to be familiar with my duties as a Volunteer and to abide by the Rules and Regulations established for the Event.** I hereby agree to perform all of my Volunteer duties in a professional and highly competent manner, to the best and full limit of my abilities at all times and in accordance with applicable law. I shall promptly and faithfully comply with all reasonable instructions, directions, requests, rules and regulations of the Event Organizers. I understand that situations may arise during the Event which may be beyond the immediate control of the Event Organizers. **I hereby accept responsibility for my own conduct and actions while serving as a Volunteer in connection with the Event.**
3. I fully realize and accept that as a result of my participation as a Volunteer during the Event, I may sustain severe and permanent physical or mental injury, property damage, financial loss or other damages. **I willingly, expressly and unconditionally assume all such risks and dangers associated with my participation as a Volunteer for the Event, whether known or unknown, seen or unforeseen, directly related to or incidental to the Event and any activity associated therewith.**
4. To the fullest extent permitted by law, I hereby **Release, Waive and Covenant Not to Sue**, and further agree to **Indemnify, Defend and Hold Harmless** the following parties: Cleveland Clinic, Medalist Sports, LLC, the State of Ohio, the cities of Cleveland, OH, and its Officials, Sponsors, Promoters and Organizers; any Property Owners, Law Enforcement Agencies or Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated entities, officers, directors, partners, shareholders, members, agents, employees, volunteers, successors and assigns (*collectively, the "Released Parties" or "Event Organizers"*), **with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorneys fees) of any kind or nature ("Liability")** arising out of or related to this Agreement or my participation as a Volunteer during the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on the my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.
5. I hereby pre-authorize the Event Organizers and their representatives to arrange for emergency medical treatment and/or transport via ambulance or air on my behalf if medical attention is warranted during my participation as a Volunteer in the Event. **I understand and agree that I will be responsible for the costs associated with any such emergency medical care and/or transport arranged on my behalf.**
6. I agree to abide by all COVID safety guidelines, including mask wearing, social distancing and temperature checks and will not attend in person if I have any COVID symptoms on event day.
7. I acknowledge and agree that I am solely responsible for my personal health and safety and for the personal property I bring with me.
8. I agree that the Event Organizers have the right to record, broadcast and otherwise exploit the Event in any and all forms of media throughout the world for commercial and non-commercial purposes, and **I hereby grant authorization to the Event Organizers, without request for compensation of any kind, the right to use my name, likeness, voice and biographical information in connection therewith.**
9. I understand that if my Volunteer duties will include operating a vehicle during the Event, I will be required to sign a separate Driver Agreement form which will outline my responsibilities as a driver.
10. **I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement.** This Agreement represents the complete understanding between me and the Event Organizers regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any portion of this Agreement is held to be unenforceable, invalid or overly broad, I agree that the remaining terms and provisions of this Agreement will continue in full legal force and effect. BY COMPLETING THIS WAIVER, I AM KNOWINGLY AND

VOLUNTARILY AGREEING TO ALL OF THE TERMS OF THIS FUNDRAISING AND PARTICIPATION AGREEMENT AND UNDERSTAND THAT BY AGREEING TO THESE TERMS I AM WAIVING SIGNIFICANT LEGAL RIGHTS.

Name of Volunteer: _____

Email of Volunteer: _____ Tel. (____) _____

X _____

____/____/____

Signature of Volunteer(or parent/legal guardian)

Date Signed