

**WAIVER AND RELEASE**

IN CONSIDERATION FOR MY PARTICIPATION IN THE GEARS & GRUB EVENT (THE “EVENT”), I HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. I certify that I am at least twenty-one (21) years of age and have read and fully understand the terms of this Waiver and Release (the “Release”).

2. I HEREBY WAIVE AND RELEASE THE INDEPENDENT HEALTH FOUNDATION, INC., INDEPENDENT HEALTH ASSOCIATION, INC., THEIR AFFILIATES, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, “INDEPENDENT HEALTH”), AND EACH OF THEIR VOLUNTEERS, AGENTS, SPONSORS AND CO-ORGANIZERS OF THE EVENT (COLLECTIVELY, "RELEASEES"), FROM ANY AND ALL CLAIMS, LIABILITIES OR CAUSES OF ACTION, WHETHER CAUSED BY RELEASEES' NEGLIGENCE OR OTHERWISE, INCLUDING WITHOUT LIMITATION DEATH, BODILY INJURY, PROPERTY DAMAGE, OR ANY OTHER LOSS, DAMAGE OR ANY INCONVENIENCE WHATSOEVER, ARISING FROM MY PARTICIPATION IN THE EVENT (“CLAIMS”). ADDITIONALLY, I AGREE TO DEFEND, INDEMNIFY AND HOLD RELEASEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING, EITHER DIRECTLY OR INDIRECTLY, FROM MY PARTICIPATION IN THE EVENT OR MY ACTS OR OMISSIONS IN PARTICIPATING IN THE EVENT.

3. I hereby authorize Independent Health to seek emergency medical treatment for me. I hereby release and forever discharge the Releasees from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Event.

4. I acknowledge and assume all risks associated with participating in the Event including but not limited to, falls, effects of weather, traffic, road and ground conditions, food poisoning, and transportation to and from the Event. I understand that we must obey all applicable local and state traffic laws, rules, ordinances. Specifically, I must wear a helmet, follow the official route, ride in single file and stop at all stop signs, and otherwise comply with directions given by organizers and volunteers of the Event.

5. I hereby give permission to Independent Health to videotape, photograph and record me while I participate in the Event and to use such materials, in addition to my name, portrait, picture and voice for educational, promotional, advertising, trade and any other lawful purposes. By participating in the Event, I also authorize Independent Health release my contact information to Shared Mobility, Inc. d/b/a Reddy Bikeshare. I agree that no compensation will be paid to me by the Independent Health or any third party for use of such materials.

6. I expressly agree that this Release is intended to be broad and inclusive and if any clause or provision of this Release shall be held invalid by any court, the invalidity of the clause or provision shall not otherwise affect the remaining provisions of this Release.

**PARTICIPANT’S SIGNATURE:**

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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