



Waiver

RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK:

I acknowledge and freely participate in community bicycle rides on open road, hosted by Bikes on Rice. I choose to participate in Bikes on Rice rides and I cycle at my own risk. I understand the risks inherent in cycling on open roads including, without limitation, the risks of collision with motor vehicles, other cyclists, pedestrians and animals, and the risks of uneven or damaged pavement and sidewalks. I understand that the Bikes on Rice rides may take place in darkness and there are risks inherent in riding after dark. I agree to assume the full responsibility for all risk of bodily injury, death, disability, and property damage as a result of participating in Bikes on Rice community bicycle rides. I understand that I am responsible for the maintenance and roadworthiness of my bicycle, including assuring that it is equipped with lights and other appropriate safety devices and that I am responsible for wearing a helmet. Aware of these risks, I hereby assume the risk of participating in the Bikes on Rice rides, and release and forever discharge the "Released Parties" for all claims of any kind that I may have or later accrue because of my participation in the Bikes on Rice rides INCLUDING CLAIMS ARISING FROM THE RELEASED PARTIES' OWN NEGLIGENCE.

The Release Parties include 1) Bikes on Rice and its respective officers, directors, shareholders, employees, agents, volunteers or sponsors, 2) the County of Kauai and its authorities and commissions, and each of their respective elected officials, members, employees, agents or sponsors, 3) the County of Kauai District and its authorities and commissions, and each of their respective elected officials, members, employees, agents or sponsors, 4) and each of the respective landowners and operators of lands, public and private, on which the event will take place, and each of their respective members, officers, elected officials, directors, shareholders, employees, agents or sponsors.

I execute this release, waiver and assumption of risk on behalf of myself and my heirs, executors, legal representatives, successors and assigns. I waive all claims released by this agreement, and promise not bring nor permit others to bring any such claims on my behalf, and agree to indemnify all of the parties released hereby against their respective costs of defending any such claims, including reasonable attorney fees. I currently have no medical condition, physical or mental, that would impair my capacity to participate in cycling or the Bikes on Rice rides. I am at least 18 years old as of the date hereof. If any portion of this Release, Waiver, and Assumption of Risk should be held unenforceable for any reason, the remainder shall remain in full force and effect. Without limiting the waiver of claims set forth above, should any claim or action be brought by me or on my behalf I agree that such claim or action shall be brought within 120 days of accrual or be time barred, and that in any such action I waive any right to trial by jury. This Release, Waiver, and Assumption of Risk shall be governed by the laws of the State of Hawaii. I hereby grant to Bikes on Rice, and it assigns a global license to use photographs, videotape or other media of me participating in Bikes on Rice. By signing this waiver, I confirm that I have read, understand, and consent to the terms of this waiver agreement.

WAIVER SIGNATURE:

Participant or Parent / Guardian

Date

FOR MINORS (UNDER 18 YEARS OLD). I am the parent/legal guardian of the minor. An adult will accompany minors under 15.