

ASSUMPTION OF RISK, RELEASE OF LIABILITY, & INDEMNITY AGREEMENT
("AGREEMENT")

EVENT: Old Man Winter Bike Rally & Run (February 1, 2026)

PARTICIPANTS\PARENTS\GUARDIANS: YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES, WILL AFFECT YOUR LEGAL RIGHTS AND MAY ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

IF YOU DO NOT AGREE TO ANY PORTION OF THIS AGREEMENT, DO NOT PARTICIPATE IN THE EVENT.

DEFINITIONS "Released Parties" includes: CEMEX Construction Materials South, LLC, any and all of their parents, subsidiaries, and affiliates, and their respective directors, officers, shareholders, members, supervisors, employees, agents, contractors, representatives, insurers, spectators, co-participants, equipment suppliers, vendors and volunteers ("CEMEX"); all Event sponsors, organizers, promoters, directors, officials, property owners, equipment suppliers and advertisers; and governmental bodies and/or municipalities whose property, equipment and/or personnel are used.

"Releasing Parties" includes: the participant as well as participant's spouse, children, parents, wards, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors, subrogees, and assigns, or anyone else who might claim or sue on participant's behalf; if the participant is a minor, the participant's parents and guardians, individually and as a representative for and on behalf of the minor participant.

WARNING & ASSUMPTION OF INHERENT RISKS The above-referenced Event is meant to be a significant test of your toughness, strength, endurance, and grit. It is not a race against other participants, but rather a competition with oneself and the Event course. The object of the Event is to complete the designated course. The Event's venue is part of the challenge and involves hostile, industrial environments that might include extreme heat or cold, rugged country, rocks, sediment, mud, substantial changes in elevation, and water. In summary, the Event is a hazardous activity that presents a substantial physical and mental challenge to participants.

I acknowledge that the Event is a substantial test of my physical and mental abilities that carries with it inherent risks of physical and mental injury. I understand that the inherent risks cannot be reduced and/or eliminated (without changing the challenging nature of the Event) regardless of the care and precautions taken by the Released Parties. I further understand that the Event is extremely strenuous and acknowledge that accompanying risks and dangers generally present in such activities and/or venues. I understand that these hazards may be magnified due to that fact that the Event is often conducted under what may be unusual and/or extreme conditions and circumstances.

I understand and acknowledge that the inherent risks include, without limitation:

Contact or collision with persons or objects (e.g., collision with spectators or course personnel, contact with other participants, contact or collision with motor vehicles, machinery, or equipment, and contact with natural or man-made fixed objects or obstacles);

Encounter with obstacles (e.g., natural and man-made water, road and surface hazards, close proximity and/or contact with smoke, dust, open flames, wires, and pipes);

Equipment-related hazards (e.g., broken, defective or inadequate Event and/or competition equipment, unexpected equipment failure, imperfect course conditions);

Weather-related hazards (e.g., extreme heat or cold, humidity, ice, snow, hail, rain, fog);

Inadequate first aid and/or emergency measures;

Judgment- and/or behavior-related problems (e.g., erratic or inappropriate co-participant or spectator behavior, erratic or inappropriate behavior by participant, errors in judgment by Event personnel or volunteers);

Natural hazards (e.g., uneven or rugged terrain, rock and/or debris falls, landslides, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life, reptiles and/or insects).

I further understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries that may be categorized as minor, serious, or catastrophic. Minor injuries are common and include, without limitation, scrapes, bruises, sprains, nausea, and cuts. Serious injuries are less common, but do sometimes occur. These include, without limitation, property loss or damage, broken bones, fractures, torn or strained ligaments and tendons, lacerations, concussions, exposure, dehydration, heat exhaustion and other heat-related illnesses, mental stress or exhaustion, infection, vomiting, dislocations, hyperthermia, hypothermia, anemia, electrolyte imbalance, loss of consciousness, syncope, dizziness, fainting, seizures, electric shock and/or injury, and neurological disorders or pain. Catastrophic injuries are rare but I am aware they are a possibility. These include, without limitation, permanent disabilities and/or dismemberment, stroke, single or multiple organ failure or dysfunction, physical damage to organs, spinal and/or back injuries, paralysis, heart attack and/or failure, blood cell disorder, brain swelling and even death.

I understand that it is my responsibility to inspect the course, facilities, property, equipment, and areas to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify appropriate Event personnel. By participating in the Event, I am acknowledging that I have found the course, facilities, property, equipment, and areas to be used to be safe and acceptable for participation. I accept full and sole responsibility for the condition and adequacy of my equipment and/or attire.

I understand fully the inherent risks involved in the Event and assert that I am willingly and voluntarily participating in the Event. I have read the preceding paragraphs and acknowledge that (1) I know the nature of the Event; (2) I understand the demands of this activity relative to

my physical and mental condition; and (3) I appreciate the potential impact of the types of injuries that may result from participating in the Event. I hereby assert that I knowingly assume all of the inherent risks of the activity and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of participating in the Event. In short, I acknowledge that I am participating in the Event entirely at my own risk.

WAIVER AND RELEASE OF LIABILITY To the greatest extent permitted by law, I agree that under this Agreement the Released Parties shall be excluded from liability for torts and/or negligence in the conduct of the Event, and the Released Parties shall be excluded from liability under any civil liability and/or consumer law applicable to the State in which the Event is held. In consideration of being permitted to participate in the Event, to the extent permitted by law, I, individually and on behalf of the Releasing Parties, hereby **WAIVE, RELEASE, COVENANT NOT TO SUE, AND FOREVER DISCHARGE** the Released Parties from any and all claims, actions, suits, demands, losses and other liabilities in relation to any death, physical and/or mental injury (including the aggravation, acceleration or occurrence of such injury), the contraction, aggravation or acceleration of a disease, including COVID-19, or the coming into existence, the aggravation, acceleration or occurrence of any other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to me or the community or that may result in harm or disadvantage to me or the community resulting from the inherent risks of the Event or the torts and/or negligence (acts and/or omissions) of the Released Parties that I may have arising out of my participation in the Event.

INDEMNIFICATION To the extent permitted by law, I hereby agree to **HOLD HARMLESS, DEFEND AND INDEMNIFY** (which, as used herein, I understand includes defending and paying any judgments, court costs, investigation costs, attorneys fees, and any other expenses incurred that relate to a breach of this Agreement) the Released Parties from any and all claims made by me or any Releasing Parties arising from death, physical and/or mental injury (including the aggravation, acceleration or occurrence of such injury), the contraction, aggravation or acceleration of a disease or the coming into existence, the aggravation, acceleration or occurrence of any other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to me or the community or that may result in harm or disadvantage to me or the community due to my participation in the Event. This applies both to claims arising from the inherent risks of the Event or the torts and/or negligence (acts and/or omissions) of the Released Parties. I further agree to hold harmless, defend and indemnify the Released Parties against any and all claims of co-participants, first responders, rescuers, emergency room physicians and staff, and others arising from my conduct in the course of my participation in the Event.

PROTECTION OF PARTICIPANTS AND EVENT PERSONNEL

I assert that I am in good health and in proper physical and mental condition to safely participate in the Event. I certify that I have no known or knowable physical or mental conditions that would

affect my ability to safely participate in the Event, or that would result in my participation creating a risk of danger to myself or others.

I acknowledge that the Released Parties recommend and encourage each participant to get medical clearance from his/her personal physician prior to participating in the Event; I assert that I have not been advised or cautioned against participating by a physician or other health care provider.

I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Event, and I agree to not participate in and/or will withdraw immediately from the Event and to notify appropriate personnel if at any point my participation or continued participation would create a risk of danger to myself or others.

I attest that I am covered by medical insurance.

In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize the Released Parties, Event personnel and emergency medical personnel to make emergency medical decisions on my behalf, including, without limitation, use of CPR and an AED. I authorize the Released Parties to secure emergency medical care and/or transportation (i.e., EMS) when deemed necessary by the Released Parties and agree to assume all costs of emergency medical care and transportation.

I agree to exhibit appropriate behavior at all times, demonstrate respect to all people, equipment, and facilities, and participate with a cooperative and positive attitude.

I acknowledge that the Event personnel have instituted rules for the benefit of all participants and co-participants. I agree to familiarize myself with those rules and follow them throughout the Event. I also recognize the authority of the Release Parties to halt my participation (and, if necessary, have me removed from the Event premises) if my participation, conduct or presence endangers myself or other participants.

ENTRY AND PARTICIPATION Rules: I agree to become familiar with and abide by all written and/or posted rules of the Event venue. I further agree to comply with all directions, instructions and decisions of CEMEX and Event personnel. I further agree not to challenge these rules, directions, instructions or decisions on any basis at any time.

Removal from Event: I understand that CEMEX and Event personnel may immediately cause anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility or property of any type or kind, to be removed from Event and/or the course.

Alcohol and Drugs: I certify that I am not, and on the date of the Event will not be, under the influence of alcohol or any drugs, prescription or non-prescription, that would in any way impair my ability to safely participate in the Event. I further understand that the consumption and/or distribution of alcohol or any drugs during the Event is strictly prohibited. I agree to take full responsibility for any alcohol or drug consumption at the Event.

Specific Rules: I specifically acknowledge and agree to abide by the following rules: (1) no urination or defecation is permitted outside of designated areas; (2) no clothing, props or equipment that pose an unnecessary risk to participants, spectators or personnel are permitted; (3) no trespassing in areas on the property other than those designated for and during the Event; and (4) obey civil and criminal laws, including traffic laws.

MISCELLANEOUS Mediation and Arbitration: In the event of a legal issue, I agree to engage in good faith efforts to mediate any dispute that may arise with the Released Parties. Should the issue not be resolved by mediation or otherwise unresolved within ninety (90) calendar days of CEMEX (or the Released Parties) actually receiving notice, in writing and by certified mail, return receipt requested, of such issue, I agree that all disputes, controversies or claims arising out of my participation in the Event shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association. The arbitration hearing will be held in the State where the Event was held before a single arbitrator. The costs of such action shall be shared equally by the parties.

Severability: I understand and agree that this Agreement is intended to be as broad and inclusive as it permitted by the State in which the Event is held and that if any provision shall be found to be unlawful, void, or, for any reason, unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.

Entire Agreement: I affirm that this Agreement supersedes any and all previous oral or written promises or agreements between myself and Released Parties. I understand that this is the entire Agreement and cannot be modified or changed in any way by representations or statements by any employee, agent or representative of the Released Parties. This Agreement may only be amended by a written document duly executed by all parties.

Photography and Recordings: I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the Event by CEMEX (or the Released Parties), its affiliated entities or contractors, and/or the media become the sole property of CEMEX. I grant the right, permission and authority to CEMEX and its designees to use my name, voice and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including, without limitation, promoting, advertising, and marketing activities. I further understand that CEMEX and its designees have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recording, and/or likenesses.

Majority Age: I am of lawful age and legally competent to execute this Agreement, or have acquired the written consent of my parent or guardian to participate in the Event.

ACKNOWLEDGMENT OF UNDERSTANDING I, THE UNDERSIGNED, ON BEHALF OF MYSELF AND THE RELEASING PARTIES, HAVE CAREFULLY READ, CLEARLY UNDERSTOOD, VOLUNTARILY SIGN AND AGREE TO THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT, AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE

FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. IF I DO NOT AGREE TO ANY AND ALL TERMS AND CONDITIONS OF THIS AGREEMENT, I UNDERSTAND THAT I MUST NOT PARTICIPATE IN THE EVENT.