ACCIDENT WAIVER AND RELEASE OF LIABILITY

Fifth Street Cross Series
Emmaus Compost Center
165 Klines Lane, Emmaus PA 18049

September 3, 10, 17, 24
October 1, 8, 15, 22, 29
November 5, 12, 19

1. I acknowledge that this athletic Event ("Event") is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. I assume these risks. The risks include, but are not limited to, those caused by accidents, terrain, facilities, temperature, weather, condition of athletes, equipment, condition of others' equipment, vehicular traffic, illness, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, Event officials, and Event monitors, and/or producers of the Event, and lack of nutrition, hydration, and fitness. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in the Event. I realize that liability may arise from negligence, recklessness, or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.
2. I certify that I am physically fit and healthy and have sufficiently trained to be a participant in the Event and have not been advised otherwise by a qualified medical person.
3. I acknowledge that this Accident Waiver and Release of Liability ("AWRL") form will be used by and relied upon by Event holders, sponsors and organizers, in any and all Events in which I may participate and that it will govern my actions and responsibilities at any Events.
4. I understand that I am choosing to participate in the Event and I have the option to not participate in the Event. In consideration of my application and permitting me to participate in the Event, and all activities related to or connected with this Event, including travel to and from the Event or any series including the Event, I hereby take choose and action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge NABRA, its directors, officers, employees, volunteers, agents, attorneys, insurers, affiliates, Event holders, Event promoters, Event sponsors, Event volunteers, Event permit grantors, Event property owners, and Event participants (collectively "Releasees"), from any and all liability for my death, disability, personal injury, illness, property damage, property theft, lost income, or any other losses, costs or actions of any kind which hereafter may accrue to me by virtue of my training for the Event, my participation in the Event, my travel to or from the Event, or any other conduct by me related to the Event; (B) Indemnify and Hold Harmless Releasees from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during the Event; (C) Covenant not to sue Releasees and agree that I will not make any claim against Releasees for injury, illness, damages, death, or any other loss arising from or related to my participation in the Event. I understand that if I attempt to sue Releasees in violation of this agreement, Releasees may seek to recover all of their costs, including legal fees. I agree to indemnify, hold harmless, and defend Releasees from and against any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury, illness, and personal injuries and property damage that may be sustained by me or any other person in any way connected to, related to, or arising out of my participation in the Event.
5. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and or illness during the Event.
6. I understand that at Event or related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the Event holders, producers, sponsors, organizers and or assigns.
7. **IMPORTANT: NABRA and the organizers of this race do not provide insurance coverage for injuries that occur at the Event. The costs related to those injuries are the responsibility of the individual participant.**
8. Bicycle use: Bicycles or bicycle equipment, wheels or other components may be loaned or borrowed for use in the Event. A nominal charge may be collected to cover bicycle maintenance and purchase. This is a loan and does not constitute a rental agreement. I understand that I assume responsibility for the mechanical soundness of any bicycle and its parts, including but not limited to tires, gears, wheels, spokes, hubs, chain, bolts, and all other bicycle parts. I have examined or will examine the bicycle and certify that it is properly assembled and fit to ride. I accept responsibility for damaged or lost equipment.
9. I have read and understand the materials regarding concussions posted at http://www.obra.org/concussion
10. The AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I understand that I am giving up substantial rights, including my right to sue Releasees for injuries resulting from the inherent risks of cycling and the ordinary negligence of Releasees. I acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent permitted by law.

Plate/Bib # _____ Racing Age _____ Category _____ Club/Team_____
Name (print) _____ Email: _____
Who to notify in case of emergency: _____ Phone: _____
Signature of entrant: _____ Dates(s)_____

PARENT GUARDIAN WAIVER FOR MINORS (Under 18 years old) The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.
Signature of parent or guardian:_____ Dates(s)_____