

# **TEAM HOYT VB**

## **RIDER WAIVER AND RELEASE**

I \_\_\_\_\_ (if acting as an agent or guardian on behalf of another, please fill in his/her name here \_\_\_\_\_) understand that my consent to these provisions is given in consideration of the acceptance of my application to become a rider-athlete member of Team Hoyt VB and for being permitted to participate in events as a rider-athlete member of Team Hoyt VB. I have accepted these terms freely and voluntarily and without coercion or any other such influence.

### **UNDERSTANDING OF ISSUES RELATED TO RUNNER TEAMMATES**

I acknowledge that I have been advised by a representative of Team Hoyt VB that I will be working with another person who will be pushing my wheelchair/stroller in this race. I understand that Team Hoyt VB and its agents have taken measures to assure that my runner teammate keeps my needs and conditions, if any, in mind at all times, but that Team Hoyt VB or its agents cannot be held responsible for the actions of the runners.

### **GENERAL WAIVER PROVISIONS – RIDER-ATHLETE**

I am a voluntary participant on this team and in every event for which I register as a member of Team Hoyt VB and I certify that I or my agent has fully disclosed to Team Hoyt VB what my physical limitations are, and what my special needs may be as related to participation in this race.

I certify that my caretaker, physicians, and other health providers have cleared my participation in this race as a rider-athlete, or that I have taken other reasonable measures to determine whether I am in appropriate physical condition to ride in this race.

I understand that the organizers and sponsors of any Team Hoyt VB event are not physicians and are not in a position to assess my physical ability to withstand the demands of this event and that no person affiliated with Team Hoyt VB has warranted to me that I am in appropriate physical condition to participate.

I understand and agree that neither Team Hoyt VB nor the sponsors of any Team Hoyt VB event have made any warranties, representations, guarantees or other promises whatsoever about my safety during any event in which I participate as a member of Team Hoyt VB. I hereby indemnify now and forever Team Hoyt VB and the organizers and sponsors of all events in which I participate as a member of Team Hoyt VB for any problems, injuries, issues or other

conditions that may arise as a result of my participation. I understand that participating in any Team Hoyt VB event requires knowledge and personal experience in managing difficult and unusual physical and emotional stress and I freely and voluntarily accept these circumstances. I understand that for some events, familiarity with all types of water conditions, currents, obstacles and open water risks is also necessary.

I understand that neither Team Hoyt VB, nor the organizers and sponsors of any Team Hoyt VB event have made any warranties or promises regarding the physical or weather conditions during which the events will take place, or the safety thereof and hereby hold harmless now and forever anyone affiliated with Team Hoyt VB from any conditions that may arise that may be hazardous, dangerous or harmful.

I hereby affirm that I understand that no individual or organization affiliated with Team Hoyt VB has any reasonable expectation of control over the physical or weather conditions (including heat, humidity, or ocean conditions) during which any event takes place and that the organizers are under no affirmative duty to cancel or postpone the event in the event of any hazardous conditions having arisen or to assess the conditions prior to beginning the event.

Additionally, by affixing my signature below, I acknowledge and affirm that I understand and agree that the event may place me in risk of dehydration, exposure, heat-related issues, cardiovascular issues, and/or risk of drowning. I hereby acknowledge and affirm that all participants must be prepared for these conditions and that each participant is responsible for his or her own safety at all times. If I am not able to assume responsibility for my own safety, I certify that my agent or representative has designated a supervisory person or other individual, not affiliated with Team Hoyt VB to ensure my safety and well-being during the race. I hereby acknowledge that at no time will any member of Team Hoyt VB be solely responsible for my safety or care.

I know that the events in which I will be participating as a member of Team Hoyt VB are inherently potentially hazardous and I hereby assume full and complete responsibility for any injury or accident which may occur during my participation. I hereby indemnify release and hold harmless and covenant not to file suit against Team Hoyt VB and all affiliated individuals including its board of directors, officers, or official volunteers, any race sponsors or organizers and their agents and employees, and all other persons or entities associated with this event (the "Releases") from any loss, liability or claims I may have arising out of my participation in any Team Hoyt VB event, including personal injury or damage suffered by me or others, whether injury, loss or death caused by falls, equipment problems, fatigue, sickness, drowning or near-drowning, contact with other participants, conditions on the route, weather and/or water conditions, negligence of the Releases or otherwise.

I understand that Team Hoyt VB has taken reasonable measures to secure and test its equipment and that at the time of the start of the race, the equipment will be in good working order. I understand that unforeseen equipment issues sometimes may arise, and that this is not due to any fault of any member of Team Hoyt VB or its affiliates. I hereby indemnify and hold harmless

Team Hoyt VB, its affiliates, agents and assigns, for any injury caused by any failure, damage to or malfunction of the wheelchair/stroller in which I am riding, or any accidental loss of control my runner teammate may experience. I understand that there is an inherent risk associated with this activity and have carefully considered the benefits and risks, and have assumed all risks voluntarily.

I hereby certify, by affixing my signature below, that I have read and understand this document, or have had it read to me and explained to me. I hereby acknowledge that this is a legal document and that I have had the opportunity to seek legal counsel prior to signing this document and that I have either done so, or decided not to do so knowingly and voluntarily.

I understand that If I do not follow all the rules of Team Hoyt events, I may be removed from the competition and such removal is in the sole discretion of Team Hoyt VB or its Agents and that I will not be entitled to any financial or other recompense or remuneration as a result of my removal or failure to participate. I hereby give permission to Team Hoyt VB and its sponsors to use any photographs, videotapes, audiotapes or other recordings of me that are made during the course of any Team Hoyt VB event and that any such photographs, video tapes or audiotapes are the property of Team Hoyt VB and that I have no rights to any proceeds or rights to limit the use of said media.

I understand that this Waiver and Release may be stored electronically and agree that a copy is authentic and admissible as evidence in any future dispute or proceeding, and that the copy shall be accepted as the best evidence, as if it were the original.

\_\_\_\_\_  
*Participant's Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

\_\_\_\_\_  
*Participant Name*

\_\_\_\_\_  
*Participant's Address* \_\_\_\_\_ *City* \_\_\_\_\_ *State* \_\_\_\_\_ *Zip* \_\_\_\_\_

\_\_\_\_\_  
*Participant's Email* \_\_\_\_\_ *Telephone* \_\_\_\_\_

\_\_\_\_\_  
*Witness Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

\_\_\_\_\_  
*Witness Name*