

IN ORDER TO REGISTER AND PARTICIPATE IN THIS CYCLING EVENT, YOU MUST READ, UNDERSTAND AND AGREE TO THE FOLLOWING ACCIDENT WAIVER AND RELEASE OF LIABILITY.

READ CAREFULLY. This is your CONTRACT for Accident Waiver and Release of Liability. You are encouraged to obtain the advice of legal counsel before signing and agreeing to this Contract.

### **Accident Waiver and Release of Liability and Registration Agreement**

By continuing this registration process through to completion, I HEREBY CERTIFY THAT I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENT.

1. Authority to Register and/or to Act as Agent. I REPRESENT AND WARRANT to Perimeter Bicycling Association of America, Inc. ("Perimeter Bicycling") that I have full legal authority to complete this event registration, including full authority to make use of the credit or debit card to which registration fees will be charged. In addition, if I am registering third parties, I represent and warrant that I have been duly authorized to act as agent on behalf of such parties in performing this event registration. By proceeding with this event registration, I agree that the terms of this Accident Waiver and Release of Liability and registration agreement shall apply equally to me and to any third parties for whom I am acting as agent. Compliance with Children's Online Privacy Protection Act (COPPA). I represent and warrant that, in compliance with COPPA, I am over thirteen (13) years of age, and that if I am registering a child under fourteen (14) years of age I am the parent and/or guardian of such child, and do hereby consent to the collection of such child's personal information by Perimeter Bicycling.

2. Limitation of Liability; Disclaimer of Warranties. PERIMETER BICYCLING SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE PERIMETER BICYCLING AND ITS REGISTRATION WEBSITE OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH PERIMETER BICYCLING OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF PERIMETER BICYCLING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF PERIMETER BICYCLING AND ITS REGISTRATION WEBSITE IS AT YOUR SOLE RISK. PERIMETER BICYCLING AND ITS REGISTRATION WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PERIMETER BICYCLING EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Perimeter Bicycling makes no warranty that the Perimeter Bicycling website services will be uninterrupted, secure or error free. Perimeter Bicycling does not guarantee the accuracy or completeness of any information in, or provided in connection with, the Perimeter Bicycling website. Perimeter Bicycling is NOT responsible for any errors or omissions, or for the results obtained from the use of such information. I understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Perimeter Bicycling

website is at my own discretion and risk and that I will be solely responsible for any damage to my own computer system or loss of data that results from the download of such material and/or data.

3. Acknowledgment of RISKS. I acknowledge that this athletic 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. Cyclists have accidents, and crash. Crashing in this cycling event can result in property loss, serious injury, and even death. Furthermore, this event uses open public roads which may or may not be maintained by cities, the county and the state. The course utilizes roads that are open to vehicular traffic. I agree and understand that Perimeter Bicycling is not responsible for the condition and/or maintenance of the roads, or for vehicular traffic. ROAD HAZARDS are always possible, and in agreeing to this Accident Waiver, I acknowledge and understand that I must be alert to avoid all ROAD HAZARDS which may include but are not limited to: pot holes, uneven pavement, road debris, motor vehicles, unexpected construction, etc.

The RISKS of participating in this event include, but are not limited to, those mentioned above, and those caused by other cyclists, road hazards, terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, road conditions, traffic control cones and devices, 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 hydration.

I hereby assume all of the risks of participating in this event. I realize that liability may arise from negligence 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.

4. I CERTIFY that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person. I CERTIFY that I will properly wear a CPSC approved bicycle helmet. I understand and CERTIFY that I must obey all laws of the State of Arizona that may apply to my activities during this event, especially traffic laws. All traffic signals, devices, and other traffic rules apply to me during this event. Unless instructed to the contrary by a law enforcement official, I must comply with all traffic regulations. El Tour de Tucson finishes at 4:00 p.m. Tucson time on ride day, at which time all course support will be closed. In signing this ACCIDENT WAIVER and RELEASE OF LIABILITY I agree to be totally responsible for my own safety and support after 4:00 p.m. on ride day.

5. Acknowledgment of WAIVER. I acknowledge that this Accident Waiver and Release of Liability (AWRL) form will be used by the event holders, underwriters and organizers, in which I may participate and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event and related activities, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) WAIVE, RELEASE AND DISCHARGE from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me or my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: Perimeter Bicycling Association of America, Inc., Banner-University Medicine, Diamond Children's Medical Center, Casino Del Sol, Tucson Medical Center, State of Arizona, Arizona Department of Transportation, Arizona

Department of Public Safety, City of Tucson, Town of Oro Valley, Town of Marana, City of South Tucson, Pima County, AthleteReg, and any and all governmental and tribal agencies and any and all event underwriters, event beneficiaries, event directors, event volunteers, and each of their respective directors, officers, employees, volunteers, representatives, agents, successors, and assigns; (B) INDEMNIFY AND HOLD HARMLESS the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my participation in this event and any related activities.

I hereby CONSENT to receive MEDICAL treatment that may be deemed advisable in the event of injury, accident and or illness during this event.

I understand that at this event or related activities, I may be photographed or recorded in some way. I AGREE to allow my photo, recording, video or film likeness to be used for any legitimate purpose by the event holders, producers, underwriters, organizers and or assigns.

This AWRL shall be construed broadly to provide a RELEASE and WAIVER to the maximum extent permissible under applicable law.

6. INDEMNIFICATION. I AGREE to INDEMNIFY and hold each of Perimeter Bicycling and its officers and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of my use of [www.perimeterbicycling.com](http://www.perimeterbicycling.com), my participation in this event, or the violation of any term of this AWRL or the Perimeter Bicycling Terms of Service by me.

7. NO AERO-BARS. I understand that aero-type and other similar auxiliary handlebars are PROHIBITED in this event and that utilizing such bars may result in disqualification from the event and that there will NOT be a refund of any kind. NO ASSISTED/MOTORIZED bicycles; I understand that the bicycle I ride in this event must be 100% human powered.

8. EVENT RULES. I understand that I must familiarize myself with the rules of this event and violation of any rule may result in disqualification or time penalty.

9. PERSONAL BELONGINGS. I understand that I am completely responsible for all my personal items including but not limited to cameras, cell/mobile phones, clothing, bicycles, etc., and that I shall not leave them with any staff, volunteer or official.

10. I understand that I am required to personally pick up my own event packet and timing device/chip (see Paragraph 11.) for this event at the EXPO / PACKET PICK UP location described by Perimeter Bicycling. I understand that I must and show a picture ID to receive the packet and timing chip. I understand that no agent or substitute may act on my behalf at EXPO/PACKET PICK UP.

11. TIMING DEVICE/CHIP. I understand that I will receive a "chip" (transponder) to be mounted on my bicycle during the event so that a finish time can be electronically recorded for me. I understand that I am fully responsible for mounting this device properly on my bicycle per the instructions given with the device and that if I do not mount the device properly, no time will be recorded for me. Further, I understand that my time is recorded as "gun time", i.e., my time begins with the "starting gun".

12. NO REFUNDS, NO TRANSFERS. I understand that ALL amounts paid and contributions turned in to Perimeter Bicycling are NOT REFUNDABLE and are NOT TRANSFERABLE to any person or towards any other event. Rider numbers assigned for the event are NOT TRANSFERABLE to another person or event.

13. APPLICABLE LAW; Consent to JURISDICTION. The Perimeter Bicycling sites (excluding linked sites) are controlled by Perimeter Bicycling from its offices within the State of Arizona, United States of America. By completing this event registration, both I and Perimeter Bicycling agree that the statutes and laws of the State of Arizona, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Accident Waiver and Release of Liability, or other use of the Perimeter Bicycling sites. I AGREE that exclusive jurisdiction for any dispute with Perimeter Bicycling resides in the courts of the State of Arizona and I further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Arizona in connection with any dispute including any claim involving Perimeter Bicycling or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers. I AGREE that venue shall be exclusively in Pima County, Arizona.

14. SEVERABILITY. If any provision of this Accident Waiver and Release of Liability shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Accident Waiver and Release of Liability and shall not affect the validity and enforceability of any remaining provisions.

15. I understand that going forward with registration for this event and paying all or a portion of the required fees indicates my understanding of and agreement to this Accident Waiver and Release of Liability.