# TOUR DE FAT

ACCIDENT WAIVER AND RELEASE OF LIABILITY

Each of the undersigned (each a "Participant") acknowledges 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. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, physical condition of the Participant, equipment, vehicular traffic, lack of hydration, and actions of other people, including without limitation participants, volunteers, spectators, coaches, event officials, event monitors, and/or producers of the event. These risks are not only inherent to athletes, but are also present for volunteers. Each Participant hereby assumes any and all of the risks of participating and/or volunteering in this event. Each Participant realizes that liability may arise from negligence of 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. Each Participant certifies that he/she is physically fit, has sufficiently trained for participation in the event and has not been advised otherwise by a qualified medical person that he/she can't participate. Each Participant acknowledges that this Tour de Fat Accident Waiver and Release of Liability ("Release") form will be used by the event holder, sponsors, and organizers of the event and that it will govern his/her actions and responsibilities at said event.

In exchange for being permitted to participate in this event, each Participant, on behalf of Participant and Participant's executors, administrators, heirs, next of kin, successors, and assigns, hereby waives, releases and discharges New Belgium Brewing Company, Inc. ("NBB"), its directors, officers, employees, volunteers, representatives, and agents, participating non-profit organizations, the event holders, event sponsors, event directors, event volunteers, and event officials (collectively, the "Releasees") from, any and all present and future claims, liability, demands, damages, causes of action, losses, or expenses (including attorneys' fees) to a Participant, on account of death, disability, personal injury, property damage, property theft or actions of any kind arising from Participant's participation in the event or related activities, ***whether such injury, death or other damage be caused by the negligence or gross negligence of the Releasees or otherwise suffered either during the event or traveling to or from the event***. Each Participant further agrees to indemnify and hold harmless the Releasees from any and all liabilities or claims made by other individuals or entities as a result of such Participant's acts or omissions during the event.

Each Participant hereby consents to receive any medical treatment which may be deemed advisable in the event of injury, accident and/or illness during this event. Each Participant understands that the activities that he/she is participating in may be conducted at sites that are remote from available medical assistance and nonetheless agrees to proceed with such participation in spite of the possible absence of medical assistance. Each Participant acknowledges that this event is not an event permitted by USA Cycling and that USA Cycling insurance does not apply. Each Participant hereby authorizes NBB to copyright and/or publish any and all photos, videotapes and/or film in which Participant appears while attending the event. Participant further agrees that NBB, and the event producers, sponsors and organizers may transfer, use or cause to be used, such photographs, videotapes or films for any exhibitions, public displays, publications, commercials, art and advertising purposes without limitation or reservations.

This Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Each Participant hereby certifies that he/she has read this document and understand its contents. If a Participant is a minor child, then the undersigned hereby states that he/she is the parent or legal guardian of the minor child and, as such, has the authority to and hereby does sign this Release on behalf of the minor child.

| NAME OF PARTICIPANT | SIGNATURE OF PARTICIPANT OR GUARDIAN | DATE | EMERGENCY CONTACT | E-MAIL ADDRESS |
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