

Tour de Troit Waiver

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT (“AGREEMENT”)

IN CONSIDERATION of being permitted to participate in any way in the 2013 Tour de Troit (“Tour”) I, for myself, my personal representatives, assigns, heirs, and next of kin, agree as follows:

1. I ACKNOWLEDGE, agree, and represent that: I understand the nature of bicycling activities, and I am qualified, in good health, and in proper physical condition to participate in the Tour. I further acknowledge that the Tour will be conducted over public roads and facilities open to the public during the Tour and upon which the hazards of traveling are to be expected. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Tour.

2. I FULLY UNDERSTAND that: (a) BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH (“RISKS”); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Tour, the condition in which the Tour takes place, or THE NEGLIGENCE OF THE “RELEASEES” (defined below); (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time. I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

3. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Tour De Troit, Inc., Herkimer-Dey LLC, Kavanaugh Consulting LLC, the City of Detroit, and their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Tour (including without limitation both before and after the actual bicycle ride) takes place, (each considered one of the “RELEASEES” herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

4. I am signing this waiver on behalf of a minor for whom I am a parent or guardian, I make all agreements, representations, acknowledgements and releases on behalf of that minor. I also agree to indemnify and hold harmless each of the Releasees in the event the minor brings any claim related to the Tour against any of the Releasees. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL

RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

I will wear a helmet at all times during the ride.