WAIVER AND LIABILITY RELEASE

The undersigned acknowledges that as a condition of entry and participation in the 2020 Ride for Food - Off the Beaten Path (hereinafter “Event”), the undersigned is voluntarily executing this Waiver. The undersigned means the participant if the participant is age 18 or older or means both the participant and the participant’s parent or legal guardian if the participant is under the age of 18. The undersigned confirms he/she has read and understands the following and also grants permission for the use of his/her name and/or photographs in press releases, kits, media broadcasts or any other public relations account of the Event used by Three Squares New England or others with the consent of Three Squares New England.

The undersigned agrees and understands that all athletic activities can be hazardous and involve the risk of physical injury and death. The undersigned further agrees and understands that in signing this Waiver, the undersigned is expressly acknowledging and assuming the risks and dangers that may result in property damage, physical injury and/or death, including but not limited to: falling, contact or collisions, pedestrians and vehicles, equipment failure, dangerous surfaces, bumps, holes, storms, lightning and other adverse weather, limited access to and/or delay in medical attention, fatigue, dehydration and mental distress from exposure to any of the foregoing. The undersigned acknowledges and understands that the description of the risks listed herein are not complete. By signing this document the undersigned recognizes that property loss, injury, serious injury and death are all possible while participating in the Event. Recognizing the risks and dangers, the undersigned understands the nature of the Event and voluntarily chooses for the participant to participate in and expressly assume all risks and dangers of the Event, whether or not described herein.

In addition, in consideration for allowing the participant to participate in the Event, the undersigned hereby for himself or herself, and the undersigned’s heirs, executors, administrators, and personal representatives, RELEASE, EXEMPT, DISCHARGE, DEFEND, HOLD HARMLESS, AND AGREE NOT TO COMMENCE ANY LAW SUIT against the organizer of the Event, Three Squares New England, Inc., the Directors, Officers, Staff and Subcontractors of Three Squares New England as well as Event sponsors, Event volunteers, cities/towns/municipalities through which the undersigned passes and properties on which Event takes place (hereinafter “Released Parties”) from all claims, injuries, losses, damages, attorneys' fees, costs and causes of action, present or future, whether they result from, arise out of, or are incident to my participation in the Event. I acknowledge that any athletic activity can be inherently dangerous and I fully realize the risk of participating in the Event. I further understand that I should obtain clearance from a physician before engaging in physical activity.

The undersigned certifies that the participant is physically fit, has trained sufficiently for the Event, and will abide by all traffic and Event rules. The undersigned also grants permission for the use of my name, likeness and/or photographs, audio and video in any press releases, marketing, advertising, kits, media broadcasts or any other public relations, marketing and advertising account of the Event and Three Squares New England.

In the case of a minor participant, the undersigned parent or legal guardian acknowledges that he/she is not only signing this Waiver on his/her behalf but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Waiver. Additionally, by signing this Waiver as the
parent or legal guardian of a minor participant, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that but for the foregoing, the minor participant would not be permitted to participate in the Event.

By agreeing to this Waiver without a parent or legal guardian’s signature, the participant, under penalty of fraud, represents that he/she is at least 18 years old. If signing as the parent or legal guardian of a minor participant, signing adults represent that they are a legal parent or guardian of a minor participant. The undersigned agrees to indemnify the Released Parties for all liability and claims, including attorneys’ fees, arising from any misrepresentations or fraudulent execution of this Waiver.

The undersigned agrees that all rights and obligations of the parties to this agreement and interpretation of this agreement shall be governed by the laws of Massachusetts. Any lawsuit arising out of the relationship of the parties to this agreement, or concerning the interpretation of this agreement, shall be brought in the Commonwealth of Massachusetts.