

**INTERPRETIVE BIKE RIDE – OLD TIME MUSIC, OZARK HERITAGE FESTIVAL
JUNE 14 AND 15, 2013**

EACH RIDER MUST READ AND AGREE TO THE FOLLOWING RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY and if the participant is under the age of 18, COMPLETE THE PARENTAL CONSENT AGREEMENT

Acknowledgement, Assumption of Risk, Waiver, Release, Covenant not to Sue, Indemnification, and Agreement

In consideration of the West Plains Council on the Arts (WPCA), the City of West Plains, the West Plains Civic Center, and Missouri State University permitting Participant to participate in the Interpretive Bike Ride, Participant acknowledges and agrees as follows:

1. The Interpretive Bike Ride and Participant's participation and presence at the same involve a risk of serious physical injury, permanent disability, paralysis, death, psychological injury, and property damage or loss to Participant from various sources, including but not limited to falling, uneven, slippery, slick, sandy, greasy and unsmooth surfaces, animal bites, other bicyclists, and motor vehicles, single-bicycle crashes, colliding with structures and objects, roadway debris, drainage inlets, and many other sources.
2. The WPCA, the City of West Plains, the West Plains Civic Center, and Missouri State University, and their officers, employees, agents, independent contractors, volunteers, and sponsoring agencies ("Released Parties") make no representations, promises or guarantees as to the quality, standard, or fitness of the streets, sidewalks, routes, or facilities that will be used during the Interpretive Bike Ride for any purpose whatsoever, including but not limited to walking, bicycling, driving motor vehicles, parking, and other Events.
3. The Released Parties make no representations, promises or guarantees as to the availability, sufficiency, quantity, quality, standard, or fitness of any safety measures that may or may not be present at the Interpretive Bike Ride, including but not limited to street, sidewalk, and other surfaces, routes, parking lots, traffic controls, parking lines, rules, instruction, lighting, equipment, warning signs, supervision, instruction, first aid, ambulances, and other personnel and devices to promote safety, prevent injuries, or treat injuries.
4. The Released Parties do not assume or undertake any duty of care or safety toward Participant, including but not limited to any duty to prevent injury, death, costs, or property damage or loss to Participant, to make the streets, routes, and facilities reasonably safe for Participant's use, or to treat any injuries that Participant may suffer. The Released Parties expressly disclaim any such duty. Participant is solely responsible for his or her own safety and care.
5. Participant represents to the Released Parties that Participant is physically and mentally fit to participate in the event without causing harm to Participant or others. Participant is solely responsible for ensuring that the route is safe in light of Participant's skill and experience. The Released Parties make no representation, express or implied, as to the condition of the planned route or its suitability for Participant.
6. Participant freely and voluntarily assumes the risks of participating in the Interpretive Bike Ride and assumes full and sole responsibility for any physical injuries, psychological injuries, death, costs, and property damage or loss that Participant may suffer as a result of Participant's presence and participation in Interpretive Bike Ride.

7. Participant shall remove himself or herself from any activities, situation, or objects at the Interpretive Bike Ride that Participant perceives or believes to be dangerous. Participant shall comply with the rules of the Interpretive Bike Ride and any instructions given to the public in general or to Participant by any Event staff. Participant shall take precautions for his or her own safety based upon and any warnings given to the public in general or to Participant based on signs or warnings from Event staff. Should the Participant remove themselves from this activity they are solely responsible for their return to the starting point and/or safe return home.

8. Participant forever releases and waives any and all claims, known and unknown, presently existing or arising in the future, and any suit or action in law or equity against the Released Parties in any court or tribunal, based on contract, tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, costs, or property damage or loss that Participant may suffer, related to or caused by the Released Parties, other persons, or any object, thing, or activity related to the Interpretive Bike Ride.

10. Participant shall indemnify, defend and hold harmless the Released Parties against any liability for any damages, attorney's fees, and restitution that may be imposed by any court or tribunal in any suit, action or proceeding in law or equity filed by any person or entity based on contract, tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, costs, or property damage or loss that Participant may suffer, related to or caused by the Released Parties, other persons, or any object, thing, or activity related to the Interpretive Bike Ride.

11. This Acknowledgement, Assumption of Risk, Waiver, Release, Covenant Not to Sue, Indemnification, and Agreement shall be binding on Participant and his or her heirs, personal representatives, executors, assigns, guardians, conservators, next friend, and attorneys.

I HAVE READ THE FOREGOING Acknowledgement, Assumption of Risk, Waiver, Release, Covenant not to Sue, Indemnification, and Agreement. I UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY COERCION OR INDUCEMENT OTHER THAN THE CONSIDERATION STATED IN THE AGREEMENT.

I ALSO UNDERSTAND PHOTOGRAPHS MAY BE TAKEN AT THIS EVENT AND MY LIKENESS MAY BE USED

Signature_____ Date_____

Print name_____ Age_____

If the rider is under 18, the undersigned states that they are the parent or legal guardian, and by signing gives permission for the minor to participate in this event and agrees to the liability waiver/photo release above

Parent/ legal guardian Signature_____ Date_____

Print Name_____