

2018 Sea Otter Classic

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK (v2)

In consideration of my voluntary participation in the Sea Otter Classic and related events ("the Activity") conducted throughout Monterey County, California, I, the undersigned participant, hereby waive to the extent permitted by law, all claims, and/or causes of action, including claims of negligence, against the Sea Otter Classic, Inc., the Sea Otter Classic Foundation, Inc., The Cypress Group LLC, event sponsors, race directors, event producers, volunteers, all states, cities, counties, localities, and the U.S. government in which events or segments of events are held, and the officers, directors, employees, representatives and agents of any of the above, and all others who are involved, all of which are collectively hereinafter referred to as the Sea Otter Classic, arising out of my participation in the Activity. "Participation" includes, but is not limited to, travel to and from the Activity. I understand and acknowledge that such participation could result now or in the future in loss of or damage to me or another person's property, serious injury to my body, or another person's body, including mental and emotional injury or trauma, and/or death. **I agree not to sue, and I agree to release and hold the Sea Otter Classic harmless from all liability, including negligence and premise liability, in connection with my participation.**

Knowing, understanding, and fully appreciating all of these consequences, I hereby expressly, voluntarily, and willingly assume all risks and dangers associated with my participation in the Activity. Some of these risks and dangers may include, but are not limited to, serious personal bodily and/or emotional injury, and/or death. I understand that this list is not exhaustive and that cycling is a dangerous sport and I recognize that there are numerous potential risks such as rocks, divots, potholes and other impediments along the various trails, roads and paths on which I will be cycling that could and do create a risk of harm and injury.

I represent that I have no physical or emotional conditions which prevent me from fully participating in the Activity. I understand and agree to obey all Activity rules, including safety rules. I understand that I am not to use or be under the influence of alcohol or drugs during the Activity.

I have read this entire document and understand its terms and their legal significance. I have received a copy of this document. My acknowledgement and assumption of risk is freely and voluntarily given with the understanding that right to legal recourse against Sea Otter Classic is knowingly given up in return for my participation in the Activity. I hereby expressly agree that this acknowledgment and assumption of risk is intended to be as broad and inclusive as permitted by the laws of the State of California and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. My signature on this document is intended not only to bind myself but all my successors, heirs, representatives, administrators and assigns. No oral representations, statements, or inducement apart from this written agreement have been made to me.

I HAVE READ THIS FORM IN ITS ENTIRETY.

_____	_____	_____
Full Name	Signature	Date

PERSONS UNDER 18 YEARS OF AGE REQUIRE PARENT'S OR GUARDIAN'S SIGNATURE

_____	_____	_____
Parent or Guardian Name	Signature	Date

IN CASE OF EMERGENCY CONTACT

_____	(____) _____
Name	Phone