#### CYCLE FOR THE CAUSE RELEASE AND WAIVER OF LIABILITY

By signing this Release and Waiver of Liability ("Liability Waiver"), and for consideration of participation in the Cycle for the Cause event ("Event"), currently scheduled to take place on Saturday, 14 September, 2024, I fully and completely waive and release Zee. W. Cycling, Ltd. ("ZWC" or "Sponsor") and the Multiple Sclerosis Trust ("MS Trust"), their chapters, directors, officers, administrators, representatives and executors, past and present employees, volunteers, agents, supervisors, participants, assigns, sponsors, their representatives and successors and other persons (collectively, the "Releasees"), from any and all claims, liabilities, damages, and/or causes of action arising out of an injury to me (or my dependent) and from any and all claims, liabilities, damages, and/or cause of actions arising from, or relating to, my (or my dependent's) participation or attendance in the Event.

## **Inherent and Potential Risks**

I understand that the Event involves strenuous physical activity associated with bicycling long distances potentially over several hours. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume all risks associated with participating in the Event relating to the risk of strenuous physical activity, collisions with other riders, vehicles, and pedestrians, or falling off my bicycle. I acknowledge that I (or my dependent) may incur minor injuries, major injuries, and catastrophic injuries including paralysis and death. I assume all risks from contact with other participants and volunteers (including, but not limited to, contracting a disease), negligent or wanton acts of other participants and volunteers, any defects of conditions of road surfaces (including uneven or wet road surfaces or gravel on the road surface), failure of cyclists, vehicles, and non-participants to observe traffic signals or laws, and the effects of weather including high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and/or humidity. To the extent that applicable statutory or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Releasees.

I acknowledge that electric assisted bicycles may be permitted at the Event events provided that such bikes are classified as bicycles under the UK Highway Code. If I choose to ride an electric assisted bicycle in the Event, I understand that neither ZWC nor the MS Trust will provide support for an electric assisted bicycle.

I understand that the Event is unsupported and that I am responsible for the care, maintenance, and repair of my bicycle before, during, and after the ride. Releasees are not responsible for any malfunction, damage, or fault that occurs to my bicycle and that I am solely responsible to supply any tools or supplies to make any such repairs.

I assume all risks associated with consuming any food or drink available at the Event. I am solely responsible for any adverse health effects from food or beverage consumption, regardless of any allergy, known or unknown, that I (or my dependent) may have. I agree not to consume alcohol or narcotics prior to or while cycling in the Event.

I acknowledge that my participation in the Event may involve time off my bicycle where I am attending the Event. I assume all risk for any and all activities in addition to cycling that I (or my dependent) engage in throughout the entirety of the Event, including my (or my dependent's) safety for the entirety of the Event.

I agree to dress myself (or my dependent) appropriately as to mitigate risk of physical injury to myself (or my dependent) including, but not limited to: wearing shoes appropriate for strenuous cycling involved in the Event; and dressing in conjunction with the weather. I understand that wearing a helmet is a requirement to participate in the Event unless I qualify for a religious exemption or are riding virtually.

I agree that the Releasees are not responsible for any personal items or property (including rented or borrowed property) lost, stolen or damaged before, during, or after the Event.

I agree to alert a volunteer if I leave the mapped route at any time and to check back in if I return to the route. I understand that if I leave the route and return later, I may have to ride alone. In addition to the risks outlined above, I understand that if I ride alone, I assume all associated risks therewith, including but not limited to removal of signage, lack of traffic control, poor visibility, and a lack of assistance in case of an emergency.

Weapons are strictly prohibited at the Event. I agree not to bring a weapon of any kind to the Event, including all Cycling for the Cure sponsored pre and post Event activities.

# **Medical Evaluation**

I attest that I (or my dependent) am medically and physically able to participate in the Event. If I experience any doubt as to my (or my dependent's) ability to successfully and safely participate in and/or complete the Event, I take full responsibility for consulting a physician. I attest that, if I (or my dependent) am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I (or my dependent) should have or did consult a physician prior to participating in the Event.

I consent to emergency medical care and transportation in the event of injury to me (or my dependent) as medical professionals may deem appropriate. This Waiver extends to any liability arising out of, or in any way connected with, the medical treatment and transportation provided in the event of an emergency, including, but not limited to, negligent emergency rescue operations.

# **Voluntary Participation**

I am fully aware of the risks connected with participation in the Event, whether specifically listed in this Waiver or not, and I voluntarily elect to participate in the Event knowing that my participation involves these risks. My voluntary participation and waiver also acknowledge any additional risks occasioned by any inherent or previously-existing physical limitations, whether known to me or not, that I or my dependent may have.

#### Assumption of Risk, Waiver of Liability, Release, and Covenant Not To Sue

In consideration for being permitted to participate in the Event, I voluntarily agree for myself, my family, heirs, assigns, executors, and administrators to the following:

- 1. TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me (or my dependent), or any loss or damage to property owned by me (or my dependent), as a result of participating in the Event.
- **2. TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE** the Releasees from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me (or my dependent), or to any property belonging to me (or my dependent), while participating in the Event including, but not limited to, any claim that the act or omission complained of was caused in whole or in part by the negligence or carelessness of the Releasees.

# Acknowledgment and Compliance with Rules

I agree to observe all rules and safety procedures that accompany the Event and to abide by any decision of an event organiser relative to my (or my dependent's) ability to safely participate in the Event. I agree to exhibit appropriate behavior at all times and to obey all laws and regulations governing cyclists. Event

organisers may dismiss me (or my dependent), without refund, should my (or my dependent's) behavior endanger the safety of or negatively affect an event, person, facility, or property of any kind.

# Contagious or Infectious Disease Acknowledgement

I hereby acknowledge and understand my participation includes the possible exposure to and illness from contagious or infectious diseases, such as the coronavirus ("COVID-19"). I accept the risk of life-threatening illness, temporary or permanent disability, or even death. I understand that the Event organisers cannot guarantee that I will not become infected with a contagious or infectious disease and that being at this event may increase my risk of contracting such disease or illness.

Further, I knowingly and voluntarily agree to follow all required and relevant guidelines and recommendations to maintain the health and safety of event attendees. I will not participate in the ride if I am sick or if I have knowingly been exposed to someone with symptoms of an infectious or contagious disease. Prior to the event, I acknowledge and agree that I will fully and truthfully fill out and sign any waivers, releases, and/or questionnaires that may be required of me by the Event organisers as a condition to volunteering at the event.

### Severability

I agree that if any portion of this Waiver is deemed to be invalid, the remainder of the Waiver will still be binding and enforceable.

# Photography and Website Release

I hereby grant full permission to the Event organisers to use, reuse, reproduce, publish, or republish any photographs, motion pictures, recordings, or any other record of my participation in this event, including all Event organisers sponsored pre and post event activities, in any medium now known or hereafter developed, alone or in conjunction with other material, without restriction as to changes or alterations, as well as to use my name, voice, likeness, and/or other indicia of identity, for editorial, educational, promotional, advertising, and commercial purposes, including without limitation in connection with the solicitation of contributions and the furtherance of the corporate objectives of the Event organisers. I grant permission for the Event organisers to publish and recognize my participation in the Event on its website.

I acknowledge and represent that I have carefully read and understand all terms of this the Event Release and Waiver of Liability. I agree and represent that ticking 'Yes' on the online form constitutes my signature and consent to this form in its entirety.

### SPECIAL CONDITIONS FOR PARTICIPANTS UNDER THE AGE OF 16

Any person under the age of 16 must have a parent or legal guardian complete this form. If any person under the age of 16 completes this form, it voids this form and makes the person ineligible to participate in the Event.

To any participant between the ages of 12-16, ticking 'Yes' on the online form confirms that a parent or legal guardian of the participant has read this form and is consenting to its conditions. Further, ticking 'Yes' is a legal representation that the parent or legal guardian of the participant has signed this form on behalf of the participant.

Any participant under the age of 12 must be accompanied by a parent or legal guardian or an adult age 21 or older who possesses written consent by the parent or legal guardian to accompany the participant.

I attest that I am in fact the parent or legal guardian of the below-named participant and am legally authorized to sign on the participant's behalf. I hereby give my approval to this individual's participation in

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the Event. I assume all risks and hazards incidental to such participation, and I hereby waive, release, absolve, indemnify, and agree to hold harmless Releasees for any claim arising or any injury to my dependent and from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever arising out of or connected with my dependent's participation in the Event. I consent to the foregoing and grant permission for my dependent to participate in the Event.