

GENERAL LIABILITY WAIVER AND RELEASE
Applicable to All Participants in the ETIC Community Bike Ride Event

In consideration of the opportunity provided by Emmett Till Interpretive Center, a Mississippi non-profit corporation ("ETIC") to participate in the Event (as defined below), I, the undersigned, being 18 years of age or older, hereby voluntarily state, represent and agree on behalf of myself and/or my minor child (individually and together referred to as "I," "me," "my," and/or "myself"), as follows:

I am voluntarily entering or agreeing to allow my minor child to participate in ETIC's Community Bike Ride Event to be held on July 25, 2026, as well as activities related thereto (collectively, the "Event"). I agree not to enter or allow my minor child to participate in the Event unless I and/or my minor child am healthy, medically able and properly trained and agree that it is my responsibility to consult with a physician prior to my participating in the Event to determine if I and/or my minor child am medically able to participate in the Event. I agree to abide by any decision of an Event official relative to the ability of me and/or my minor child to safely complete the Event.

ASSUMPTION OF RISK: I recognize that participation in the Event is a potentially hazardous activity and, on behalf of myself and on behalf of any minor child participating in the Event, I willingly assume all risks of property damage, illness and bodily injury (including death) associated with such participation, including, but not limited to, as a result of falls; contact with other participants, spectators, or others, or vehicular or other traffic; the effects of the weather, including heat and/or humidity, wind, cold, and wet or slippery surfaces; physical injury from the act of cycling itself; falling overhead objects; traffic; the crowded nature and other conditions of the course; minor injuries such as scratches, bruises, sprains, and physical exhaustion; major injuries such as joint or back injuries, broken bones, heart attacks, and concussions; and catastrophic injuries including paralysis and death. I and/or my minor child am solely responsible for the inspection and use of any bicycle used by me and/or my minor child in connection with the Event. All such risks are known and appreciated by me for myself and/or my minor child.

LIABILITY WAIVER AND RELEASE: Having read this Waiver and Release and knowing these facts, and in consideration of your acceptance of my and/or my minor child's application for the Event, I, on behalf of myself and my minor child and our respective heirs, representatives, assigns, and anyone claiming by or through me or my child, do hereby waive, release, discharge, hold harmless, and covenant not to sue (a) ETIC; (b) the National Parks Conservation Association; (c) all sponsors and officials of the Event; (d) the employees, and volunteers, including medical volunteers; and (e) all owners and lessors of premises on or in which the Event takes place, and other representatives, agents, and successors of each of the foregoing (the "Releasees"), from any and all present and future claims and liabilities of any kind, known or unknown, arising out of my and/or my minor child's participation in the Event, even though such claim or liability may arise out of negligence or fault on the part of any of the Releasees.

I further acknowledge that the Releasees reserve the right to cancel the Event and/or change the details (such as the date, start time, course, and distance) of, and amenities offered at, the Event at any time for any reason, and I hereby waive and release any claims that I may have as a result of any such change.

MEDICAL AUTHORIZATION: I grant the Releasees and their designees permission to administer or arrange for any medical assistance that they deem necessary or appropriate as a result of my participation in the Event, including without limitation, arranging transportation to a hospital or other medical facility. I also grant the Releasees access to my medical records and physicians, as well as other information, relating to medical care that may be administered to me at any such medical facility as a result of my participation in the Event.

MINOR PARTICIPATION: I acknowledge and agree that, if my minor child participates in the Event regardless whether I am accompanying them to the Event, I assume full responsibility for the supervision, care, custody, control, and safety of such minor child at all times, whether before, during, or after the Event.

I agree to defend, indemnify, and hold harmless the Releasees from and against any and all claims, demands, actions, suits, liabilities, damages, judgments, settlements, penalties, fines, costs, and expenses, including reasonable attorneys' fees, arising out of or related to: (a) any minor child brought to, left at, or otherwise present in connection with the Event by me; (b) my failure to properly supervise, restrain, control, or care for any such minor child; (c) any injury to or caused by any such minor child; and (d) my breach of this Agreement or violation of any Event rule, law, or regulation concerning minor participation. I acknowledge that the organizers may, but have no obligation to, prohibit, remove, or exclude any minor child from the Event at any time.

COMPLIANCE WITH LAWS AND RULES: I will abide by all applicable governmental laws, ordinances, orders, directions, rules and regulations in connection with the Event, as well as all rules and regulations that are adopted for this Event. I acknowledge that ETIC reserves the right to exclude or eject any and all unruly, rowdy, or disruptive participant from the Event and that I shall be fully responsible for any damages or expenses, direct or indirect, incurred as a result of myself or my minor's disruptive behavior and/or ejection.

PUBLICITY RELEASE: I grant permission to ETIC and any person or entity acting under ETIC's permission or with its authority, the irrevocable and perpetual right, but not the obligation to record, use, publish or license or authorize others to use, publish or license any photographs, motion pictures, video or sound recordings, and/or any other record of my participation in the Event, including, but not limited to portrait, picture, likeness, image and/or personal information, such as name, age, gender, domicile, and affiliation, for any

purpose without remuneration. I waive any right to inspect or approve such photographs, motion pictures, video or sound recordings, and/or other record and any rights to royalties or other compensation relating to the use of the same.

BINDING ARBITRATION: Any disputes relating to this Waiver and Release will be determined by submission to binding arbitration in accordance with the then-current rules of the Judicial Arbitration and Mediation Services ("JAMS"), and not by lawsuit or other court process. This includes disputes related to whether any claims are subject to arbitration, disputes regarding the scope of this Waiver and Release, and arbitration of claims against any Releasees that there have been any wrongful acts or omissions by any of the Releasees. Binding arbitration, brought pursuant to this provision, shall be conducted in Tallahatchie County, Mississippi in accordance with accordance with the applicable JAMS Rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall pay its own costs for the arbitration including, but not limited to, arbitrator or adjudication fees, attorneys' fees, witness fees, expert fees, transcripts, and other expenses, provided that I will not be required to pay any type or amount of expense that would invalidate this arbitration provision or would be otherwise contrary to the law as it exists at the time of the arbitration. The prevailing party in any arbitration shall be entitled to recover its reasonable attorneys' fees and costs where authorized by contract or statute. The decision of the arbitrator may be entered in any court having jurisdiction in such matters. By signing this Waiver and Release, the parties are agreeing to have any issue or claim in relation to the Event decided by neutral arbitration and are giving up any right to a jury or court trial. In agreeing to submit all disputes for resolution by arbitration, I acknowledge that such agreement is given in exchange for rights or benefits to which I am not otherwise entitled and the more expeditious and confidential resolution of any such disputes.

CLASS/COLLECTIVE WAIVER: I hereby agree that all claims must be pursued on an individual basis only. By signing this agreement, I hereby waive my right to commence, or be a party to, any class or collective claims or to bring jointly any claim against the Releasees with any other person.

ACKNOWLEDGMENT OF UNDERSTANDING: I HAVE READ THIS WAIVER AND RELEASE, AND I FULLY UNDERSTAND ITS TERMS AND CONDITIONS AND UNDERSTAND THAT I AND/OR MY MINOR CHILD AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO BRING ACTIONS AGAINST THE RELEASEES. I ACKNOWLEDGE THAT I AM SIGNING THE WAIVER AND RELEASE FREELY AND VOLUNTARILY, AND THAT I INTEND BY MY SIGNATURE TO COMPLETELY AND UNCONDITIONALLY RELEASE THE RELEASEES TO THE FULLEST EXTENT ALLOWED BY LAW FOR MYSELF AND MY MINOR CHILD AND OUR RESPECTIVE HEIRS, REPRESENTATIVES, ASSIGNS, AND ANYONE CLAIMING BY OR THROUGH ME OR MY CHILD.

I EXPRESSLY AGREE THAT THIS WAIVER AND RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF MISSISSIPPI AND THAT THIS WAIVER SHALL BE GOVERNED BY AND INTERPRETED BY THE LAWS OF THE STATE OF MISSISSIPPI. I AGREE THAT IN THE EVENT THAT ANY CLAUSE OR PROVISION OF THIS WAIVER AND RELEASE SHALL BE HELD TO BE INVALID, THE INVALIDITY OF SUCH CLAUSE OR PROVISION SHALL NOT OTHERWISE AFFECT THE REMAINING PROVISIONS OF THIS WAIVER AND RELEASE, WHICH SHALL CONTINUE TO REMAIN IN FULL FORCE AND EFFECT. AN ELECTRONIC SIGNATURE OR ELECTRONIC RECORD OF THIS RELEASE AND WAIVER SHALL BE DEEMED TO HAVE THE SAME LEGAL EFFECT AS DELIVERY OF AN ORIGINAL EXECUTED COPY OF THIS RELEASE AND WAIVER FOR ALL PURPOSES.

IF YOU DO NOT WISH TO AGREE TO THIS WAIVER AND RELEASE, YOU AND YOUR MINOR CHILD DO NOT HAVE PERMISSION TO ATTEND OR PARTICIPATE IN THE EVENT, AND YOU AND YOUR MINOR CHILD ARE INSTRUCTED NOT TO REGISTER FOR, ATTEND, OR PARTICIPATE IN THE EVENT.

Signature _____ Date _____

Print Name _____

Minor Child's Name (if applicable) _____

Address _____

Phone _____

Email _____