



Pura Vida Cycling Challenge Terms and Conditions

In consideration of participating in a Pura Vida Cycling Challenge LLC event, and all activities related to or connected with the event, including travel to and from the event (collectively the "Event") whether as a rider, official, coach, mechanic, volunteer, spectator, or otherwise, I, for myself, my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree as follows:

1. **Assumption of Risk:** I am aware that cycling and/or participation in the Event, involve inherent risks, including but not limited to collision with pedestrians, vehicles, other participants, animals, and fixed or moving objects; imperfect course conditions; surface hazards, including potholes; equipment failure; inadequate safety equipment; use of equipment or materials provided to me by others; those associated with man-made and natural jumps; sickness or disease (including communicable disease); and weather conditions. I fully understand that participating in the Event is an extreme test of a person's physical and mental limits and may involve the risk of serious injury or death, economic loss, property damage or loss that may result from my actions, inactions or negligence, and also from the actions, inactions or negligence of others.

2. **Release of Liability:** I hereby forever release, waive, and discharge Pura Vida Cycling Challenge LLC and each of their respective officers, directors, agents, employees, volunteers, independent contractors, members, clubs, officials, event directors, local associations, sponsors and affiliates as well as the sponsors, organizers, property owners, law enforcement agencies, local governments, and other public entities, connected with the Event, and each of their respective officers, agents, employees, and volunteers (collectively, "Releasees") from any claims that may arise out of or are related to my participation in the Event, including claims arising from the ordinary negligence of Releasees.

3. **Covenant Not to Sue and Indemnity Agreement:** I will not make any claim against Releasees for injury, damage, death, or any other loss arising from or related to my participation in the Event. I understand that if I attempt to sue Releasees in violation of this agreement, Releasees may seek to recover all of their costs, including legal fees. I agree to indemnify, hold harmless, and defend Releasees from and against any actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness, and liabilities of every kind, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by me or any other person in any way connected to, related to, or arising out of my participation in the Event.

4. Health: I represent that I am in good health and proper physical condition to participate in the Event safely. I acknowledge that it is my sole responsibility to make such determination and that I am responsible for my well-being at all times while participating in the Event. If I suffer any injury related to or arising from the Event, I consent to the release of my name and medical information by any third party to Releasees and their insurance carriers.

5. Rules: Regulations: Equipment: I agree to be familiar with and abide by the rules and regulations established for the Event. I agree to be familiar with the Event course. I agree to ride and participate to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment and any equipment provided by others for my use. I will wear a helmet and I assume all responsibility for the selection of said helmet.

6. Payment: I am aware that a non-refundable payment of \$2500 is required for the Event, per terms outlined on the invoice(s). A deposit is required to guarantee registration in the Event.

7. Cancellation: I understand that the Event is non-refundable. If I cancel my registration prior to the start of the Pura Vida Cycling Challenge I can transfer my registration to a future Event.

8. Media Grant: I irrevocably grant and license to Pura Vida Cycling Challenge LLC and its affiliates, the right to capture and use my image, likeness, name, voice, comments or other proprietary or public rights in any broadcast, telecast, photograph, video, or audio sound recording taken in connection with an Event, without compensation, for all purposes, including any commercial use so long as such use does not imply my endorsement of any company, product or service.

9. Governing Law: Jurisdiction: Severability: This agreement shall be governed by and construed under the laws of Arizona, without regard to its choice of law rules. Any legal suit, action, or proceeding arising out of or relating to this agreement shall be instituted in the federal court located in Phoenix, Arizona, or state courts located in Maricopa County. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. If any provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement or invalidate or render unenforceable any other provision in any other jurisdiction.

10. Integration: This Agreement and its terms and provisions constitute the entire agreement of the Parties and a complete merger of all prior negotiations and agreements, which are hereby expressly superseded by this Agreement. This Agreement shall not be changed, modified or amended and no waiver of any provision of this Agreement shall be effective except by written instrument, specifying that it amends this Agreement and signed by the Parties or their authorized representatives.

11. Costs: The prevailing party in any action arising out of, or related to, this Agreement shall be entitled to all attorney's fees and expenses. Headings: The headings of paragraphs herein are

intended solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

Total Agreement: I have carefully read the preceding and understand its terms. I attest that I am 18 years of age or older. I know that I am giving up substantial rights, including my right to sue Releasees for injuries resulting from the inherent risks of cycling and the ordinary negligence of Releasees. I acknowledge that I am signing this agreement freely and voluntarily and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made. I intend my signature to be a complete and unconditional release of all liability to the greatest extent permitted by law.

Signature: _____ Date: _____

Printed Name: _____

Address: _____

City State Zip: _____

Country: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____