

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

In consideration of the services of Speed's Properties LLC ("Speed's"), their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in capacity of their behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that bicycling entails known and unanticipated risks which could result in personal injury and property damage to myself or to others. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: collision with other bicycles, the fixed objects, falling from a bicycle, my own equipment failure or the failure of other bicyclist's equipment, my own or another party's negligence and road hazards which may cause an accident resulting in personal injury or property injury to me or other parties.
2. I expressly agree and promise to accept and assume all of the risk existing in this activity. My participation in the activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever, forever discharge, and agree to indemnify and hold harmless Speed's from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Speed's equipment or facilities including such claims which allege negligent acts or omissions of Speed's.
4. I certify that I have adequate insurance to cover any injury or damage to myself or other parties that I may cause or suffer while bicycling, or if I do not have such insurance I agree to hold Speed's harmless for any such injury to the person or property of myself or others. I further certify that I have no medical or physical conditions which interfere with my ability to safely operate a bicycle.
5. I agree that any action brought by myself against Speed's for personal and/or property damages shall be brought in the Circuit Court for Monroe County, Wisconsin and that the laws of the State of Wisconsin shall govern any claim brought against Speed's for personal or property damages.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

By signing this document, I agree to waive and release Speed's from any and all liability for damages that I may suffer that occur as a result of bicycling using Speed's equipment.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

FOR THOSE 18 YEARS OF AGE OR OLDER:

Signature of Participant _____

Print Name _____

Address _____

City _____ State _____ Zip _____

Date _____

PARENT'S OR GUARDIAN'S CONSENT (Must be completed for all participants under the age of 18)

I consent to my minor child(ren) using Speed's equipment and facilities and agree to be bound by the terms and conditions of the waiver and release stated above. I further agree to indemnify and hold harmless Speed's from any & all claims which may be brought by, or on behalf of minor, and which are in any way connected with such use or participation by said minor.

Signature of Parent or Guardian _____

Print Name of Parent or Guardian _____

Print Name(s) of Minor Child(ren) _____

Parent or Guardian's Address _____

City _____ State _____ Zip _____

Date _____