This Assumption of Risk, Release and Waiver of Liability (this “Release”) are provided in connection with, and is a condition of, my participation in:

☐ SOLDIER RIDE JULY 15, 2016 - BABYLON
☐ SOLDIER RIDE JULY 16, 2016 - THE HAMPTONS
☐ SOLDIER RIDE SEPTEMBER 24, 2016 - BOSTON

Soldier Ride® (the “Event”), a cycling experience organized by and for the benefit of the Wounded Warrior Project, Inc., a tax-exempt public charity (the “Charity”). In consideration of the Charity’s agreement to permit me, my participating child(ren) and/or my participating ward(s) to participate in the Event, wherever it may occur, I hereby agree, individually and on behalf of my child(ren) and/or my ward(s), and my personal representatives, assigns, heirs and next of kin, as follows:

1. Assumption of Risk. I understand that the Event is potentially hazardous, and that I, my participating child(ren) and/or my participating wards should not enter and participate unless medically able and properly trained and instructed by the Event official. I represent and warrant that I, my child(ren) and/or my ward(s) are in good physical condition and have the skill level required to participate in the Event and/or any such activities. I realize that using a bike on an open roadway can result in property damage, bodily injury or death to participants and bystanders if we/they fail to exercise due care for their own safety and the safety of those within the proximity of bike riders, and I voluntarily assume that risk. I declare that I, my child(ren) and/or my ward(s) are voluntarily participating in the Event with full knowledge of the risks and dangers involved, including, but not limited to, falls, contact with other participants, effect of weather, traffic, actions of other persons, conditions of the road and conditions of my bicycle and the bicycles of others. I hereby assume full and complete responsibility for any and all injuries and liabilities that may occur to me, my child(ren), and/or my ward(s) or others, including, without limitation, bodily injury, death or property damage, including any damage to any bicycles, and loss, by theft or otherwise.

I further understand that the Event will be conducted on public roads and highways, involving steep grades and sharp turns. I understand that I, my child(ren) and/or my ward(s) will be sharing the roadways with cars, trucks, pedestrians, and other participants. I, my child(ren) and/or my ward(s) will at all times observe the rules of the road and will ride cautiously and prudently. I take full responsibility for providing myself, my child(ren) and/or my ward(s) with technically fully functional bikes that comply with the requirements of all traffic regulations, proper bike-riding safety equipment and attire, including helmet and appropriate foot gear. I will inspect the equipment used by me, my child(ren) and/or my ward(s) in the Event, will satisfy myself of its suitability, repair, condition and capacity, and I shall not rely upon anyone else’s statement as to the condition or failure to warn of danger in this regard, whether this equipment is supplied by me, other participants, or the Charity. I acknowledge that I will inspect the facilities and equipment to be used in conjunction with the Event, and, if I believe any unsafe condition exists, I will immediately advise an Event official of such condition and will refuse participation until such condition is corrected.
I fully understand and appreciate that (i) I, other participants and/or guests may bring service animals to the Event; (ii) the presence of service animals at the Event presents the potential for bodily injury, illness, loss of personal property, financial loss or death to me, and/or my service animal, and/or other participants and guests, and/or other service animals; (iii) the Charity cannot guarantee my safety and/or the safety of my service animal. I understand and agree that if I bring a service animal to the Event, it is at my own risk and that I shall be solely responsible for the care, control, behavior, and direct supervision of my service animal at and/or during the Event.

I understand and agree that the Charity does not, and has no responsibility to, carry or maintain health, medical, disability or liability insurance coverage for me, my child(ren), my ward(s), and/or my service animal.

1. **Release of Liability.** I, individually, and on behalf of my child(ren), my ward(s), heirs, successors, assigns and personal representatives, hereby release, waive and forever discharge the Charity and its employees, agents, officers, directors and representatives (in their official or individual capacities), including, but not limited to, the Event coordinators, planners, volunteers, subcontractors, promoters, sponsors and others, jointly and severally, from any and all liability whatsoever for any and all damages, losses, sickness, or injuries, including death, that I, my child(ren) and/or my ward(s) may sustain to my, his or her person, property (including my service animal, if applicable) or both, including, but not limited to, any claims, demands, actions, causes of action, judgments, damages, costs and expenses, including attorneys’ fees, which arise out of, result from, occur during or are connected in any manner with (i) my and/or my service animal’s participation or the participation of my child(ren) and/or my ward(s) in the Event and/or any travel incident to/from such participation, (ii) my and/or my service animal’s interaction or the interaction of my child(ren) and/or my ward(s) with another service animal, (iii) the conduct of my service animal at and/or during the Event whether or not caused by any act, omission or negligence of the Charity or the action or inaction of any third party.

2. **Medical Treatment.** I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness, during the Event. I, as a parent or legal guardian of minor child(ren) and/or ward(s), hereby authorize medical treatment for the minor child(ren) and/or ward(s) and grant access to the minor child(ren)’s and/or ward(s)’ medical records as necessary.

3. **Indemnification.** I, individually, and on behalf of my child(ren), ward(s), heirs, successors, assigns and personal representatives, hereby indemnify, defend and hold harmless the Charity and its employees, agents, officers, directors and representatives (in their official and individual capacities), including, but not limited to, the Event coordinators, planners, volunteers, subcontractors, promoters, sponsors and others, from any and all liability, loss, damage, costs and expenses, including attorneys’ fees, which arise out of, occur during or are in any way connected with my participation, my service animal’s participation, or the participation of my child(ren) and/or my ward(s) in the Event or any travel incident to/from such participation, whether or not caused by any act, omission or negligence of the Charity or the action or inaction of any third party.

4. **Name and Likeness Release.** I hereby consent to the filming of me, my child(ren) and/or my ward(s) and the recording of my voice and the voice(s) of my child(ren) and/or my ward(s) and the use, reproduction and distribution of these images, pictures and/or recordings for advertising, publicity, educational or other legitimate purposes by the Charity. I understand that the term “filming,” as used herein, encompasses both still photographs and motion picture footage.
I understand that the use of my, my child(ren)’s, and/or my ward(s)’ name, image, likeness and voice recordings may be used without limitation and in all media formats, including, but not limited to, public service announcements, transmission over broadcast and/or cable, on Web sites, videos, promotional materials, newsletters, magazines and other publications in connection with the Charity. Other than the opportunity to participate in the Event that I am receiving today as consideration, I understand that I will not receive any payments for the use, reproduction and distribution of my, my child(ren)’s and/or my ward(s)’ name, image, likeness and voice recordings. I understand that the Charity is not obligated to use my, my child(ren)’s, and/or my ward(s)’ name, image, likeness or voice recordings. I hereby release the Charity and all parties providing services to the Charity, and all of their associated or affiliated companies, subsidiaries, officers, directors, agents, employees, representatives and customers, from any and all claims, damages or liability which may arise out of such use, reproduction or distribution.

6. Governing Law. I agree that this Release is to be construed under the laws of the State of Florida, and any legal action relating to or arising out of this Release shall be commenced exclusively in the state or federal courts located in Duval County, in the State of Florida. I waive any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of this Release in the Federal or state courts sitting in Duval County, Florida, and I agree not to plead or claim in such courts that any such action has been brought in an inconvenient forum.

This Release shall be construed broadly to provide a release, waiver and hold harmless to the maximum extent permissible under applicable law. If any provision of this Release shall be deemed unlawful, void or, for any reason, unenforceable, then such provision shall be deemed severable from this Release and shall not affect the validity and enforceability of any remaining provisions.

7. Age & Guardian Certification. If I am accompanied by any minor child(ren) and/or ward(s), and/or if I have participating child(ren) and/or ward(s), I hereby represent and warrant to the Charity that (i) I am the parent or lawful guardian of any minor child(ren) and/or ward(s) participating in the Event or (ii) I have been duly authorized by the parent or lawful guardian of said minor child(ren) and/or ward(s) to have them participate in biking activities at the Event and to exercise supervision, responsibility and control over said minor child(ren) and/or ward(s) while doing so. I will at all times keep them under my direct supervision and control and will cause them to comply with all rules of the road, Event guidelines and terms of this Release. Any statements I have made in this Release on my own behalf are also being made by me on behalf of my minor child(ren) and/or ward(s), and/or my participating child(ren) and/or ward(s).

8. Certification. I certify that I am eighteen (18) years of age or older and that I have read this Release in its entirety. I understand and intend, individually and/or on behalf of my child(ren) and/or my ward(s), to be legally bound by the terms and conditions of this Release and understand that I have given up substantial rights on my behalf and/or on behalf of my child(ren) and/or my ward(s).
I HEREBY CERTIFY THAT I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENT.

PARTICIPANT:

____________________________________________________________________________________________________

SIGNATURE

____________________________________________________________________________________________________

PRINT NAME

____________________________________________________________________________________________________

DATE