

THIS IS A LEGAL AGREEMENT AFFECTING YOUR RIGHTS. BY ACCEPTING THE WAIVER BELOW, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

In consideration of the Texas Medical Center Orchestra d/b/a Gran Fondo Texas ("Gran Fondo") allowing me to participate as a **Volunteer or Participant** in the Gran Fondo Texas charity bicycle ride occurring on **April 14, 2024** ("EVENT DATE"), I, the Volunteer or Participant, hereby acknowledge and agree to the following.

1. I EXPRESSLY AGREE, ON BEHALF OF MYSELF, MY FAMILY, HEIRS, LEGAL REPRESENTATIVES, ASSIGNEES, AND SUCCESSIONS IN INTEREST, TO WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, INDEMNIFY, AND PROMISE NOT TO SUE, the TEXAS MEDICAL CENTER ORCHESTRA, the TEXAS DEPARTMENT OF TRANSPORTATION, the MONTGOMERY INDEPENDENT SCHOOL DISTRICT, the RICHARDS INDEPENDENT SCHOOL DISTRICT, the TEXAS COUNTIES OF GRIMES AND MONTGOMERY, the TEXAS CITIES OF MONTGOMERY, ANDERSON, and RICHARDS, SPONSORS OF THE GRAN FONDO, COOPERATING ORGANIZATIONS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS, AS WELL AS ALL VOLUNTEERS AND OTHER PARTICIPANTS OR ANYONE RELATED TO THE GRAN FONDO (THE "RELEASED PARTIES") FROM AND AGAINST THE CONSEQUENCES OF THE RELEASED PARTIES' OWN NEGLIGENCE (WHETHER SUCH NEGLIGENCE IS THE SOLE PROXIMATE CAUSE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE NEGLIGENCE OF PARTICIPANT OR OTHERS) RESULTING IN ANY INJURY, DAMAGE, HARM, LOSS, INCONVENIENCE, OR ANY OTHER DAMAGE OF ANY KIND WHATSOEVER, SUSTAINED BY ME, DIRECTLY OR INDIRECTLY, CONNECTED IN ANY WAY TO MY PARTICIPATION IN THE GRAN FONDO OR TRAVEL TO OR RETURN FROM THE GRAN FONDO.

2. I acknowledge that this event could be inherently dangerous activity and I fully realize the dangers of volunteering in such activities; and the possibility of serious physical and/or mental trauma or injury or death and FULLY ASSUME THE RISKS, KNOWN AND UNKNOWN, ASSOCIATED WITH SUCH PARTICIPATION including, for example only and without limitation, the dangers of collision with pedestrians, vehicles, participants, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, my own and other parties' negligence, and weather conditions. I hereby represent that: (1) I am physically capable of volunteering or participating in this event; (2) the safekeeping and security of personal property is my responsibility; (3) I will observe all applicable traffic and event Rules; (4) I will respect the communities that host the event and conduct myself in a safe and prudent manner while participating; (5) If participating as a rider as of THE EVENT DATE, I meet all age limits and restrictions imposed in the Rider Considerations, Rules, and Limits; ("Rules") as posted on the event Ride Info/Safety Zone webpage; (6) my bicycle and any other equipment I may use are in good working condition; and (7) I will wear a US CPSC-approved bicycle helmet. I acknowledge my voluntary participation, the inherent danger in this event and assume the risk of such participation with the understanding that violations of the Rules will result in disqualification from the event. I further acknowledge having been afforded ample opportunity to read the Rules and have any questions about them answered to my satisfaction. I hereby agree to abide by the Rules as a precondition to my participation. I hereby consent to and permit emergency treatment in the event of injury or illness while participating in this event and I agree to assume all financial responsibility for such treatment. I hereby WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS AND PROMISE TO INDEMNIFY AND NOT TO SUE the Released Parties from any damage I may sustain because of any breach of these representations/acknowledgements or violation of event Rules.

3. I agree that this agreement may not be modified orally. I warrant and represent that I have not relied upon any oral representations in entering into this agreement, including without limitation any oral representations regarding waiver, release, discharge, indemnification, hold harmless, and covenants not to sue. Any waiver or modification of any provision contained herein shall not be construed as a waiver or modification of any other provision herein or as consent to any subsequent waiver or modification.

THIS IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE READ IT CAREFULLY AND I UNDERSTAND AND AGREE TO ITS CONTENTS.

Participant Name (Print): _____ Parent/Guardian Name (Print): _____
School Sponsor

Date: _____ Parent/Guardian Signature _____
School Sponsor