

**700 MILES TO HOPE
RELEASE AND WAIVER OF LIABILITY**

In consideration of participation in the 700 Miles to Hope bicycle ride (the “Event”), beginning September 16, 2017 and ending on September 22, 2017, I hereby waive and release the Matthew and Andrew Akin Foundation (“Foundation”), its directors, officers, organizers, representatives, employees, volunteers, agents, participants, sponsors, representatives, successors and assigns, Justin Akin and Kristin Akin, and all other persons who might or could have any liability (collectively, the “Releasees”), from any and all claims, liabilities, or causes of action arising out of any injury (including death) to me and from any and all claims, liabilities, or cause of actions arising out of my participation or attendance in the Event.

Inherent and Potential Risks

I understand that the Event involves strenuous physical activity associated with bicycling long distances over the course of seven (7) days. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume any and all risks associated with participating in the Event, including but not limited to the risks of strenuous physical activity, collisions with other riders, and falling off of my bicycle. I acknowledge that I may incur minor injuries, serious injuries, and catastrophic injuries including paralysis and death. I assume all risks from contact with other participants and volunteers, negligent or wanton acts of other participants and volunteers, any defects in conditions of road surfaces (including uneven or wet road surfaces or gravel on the road surface), failure of cyclists, vehicles, and non-participants to observe traffic signals or laws, and the effects of weather including high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds or other causes.

I acknowledge that my participation in the Event may involve an overnight stay and time off of my bicycle while I am still attending the Event. I assume all risk for any and all activities in addition to cycling that I engage in throughout the Event.

I agree to dress myself appropriately in order to mitigate risk of physical injury to myself and other persons. I understand that wearing a helmet that satisfies Consumer Product Safety Commission (“CPSC”) standards is a requirement to participate in the Event. I agree to wear a helmet that satisfies CPSC standards at all time during the Event.

I agree that the Releasees are not responsible for any personal items or property lost or stolen before, during or after the Event.

Medical Evaluation

I attest that I am medically and physically able to participate in the Event. If I experience any doubt as to my ability to successfully and safely participate in and/or complete the Event, I take full responsibility for consulting a physician. I attest that, if I am female and pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I should have or did consult a physician prior to participating in the Event.

I consent to emergency medical care and transportation in the event of injury to me as the Foundation and its representatives and/or medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency, including, but not limited to, negligent emergency rescue operations.

Voluntary Participation

I am fully aware of all of the risks associated with participation in the Event, whether specifically listed in this Release or not, and I voluntarily elect to participate in the Event knowing that this participation involves these risks.

Assumption of Risk, Waiver of Liability, Release, and Covenant Not To Sue

In consideration for being permitted to participate in the Event, I voluntarily agree for myself, my family, heirs, personal representatives, executors, administrators and assigns, to the following:

1. **I ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me or any loss or damage to property owned by me as a result of participating in the Event.

2. **I RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE** the Releasees from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and other causes of action whatsoever, that I might have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in the Event, **including, but not limited to, any claim that the act or omission complained of was caused or contributed to, in whole or in part, by the carelessness or negligence of the Releasees.**

Acknowledgement and Compliance with Rules

I agree to observe any and all rules and safety procedures that may be established by the Foundation or its representative in connection with the Event, and to abide by any decision and follow the instructions of any event official or representative relative to my ability to safely participate in the Event. For the safety of all participants, the Event shall begin and end each day at the time(s) designated by an Event official and no participant shall start or finish before or after the times so designated. I agree to exhibit appropriate behavior at all times and to obey all laws. The Foundation and/or Event representatives and officials may dismiss me should my conduct or behavior endanger the safety of or negatively affect the Event or any person, facility or property of any kind.

Severability

I agree that if any portion of this Release is deemed to be invalid, the remainder of the Release will still be binding and enforceable.

Photography Release

I hereby grant full permission to the Foundation to use, reuse, reproduce, publish, or republish any photographs, motion pictures, recordings, or any other record of my participation in the Event, in any medium now known or hereafter developed, alone or in conjunction with other material, without restriction as to changes or alterations, as well as to use my name, voice, likeness, and/or other indicia of identity, for editorial, educational, promotional, advertising, and commercial purposes, including without limitation in connection with the solicitation of contributions and the furtherance of the charitable purposes and objectives of the Event.

I understand and consent to all the terms of this Release and Waiver of Liability.

Signature: _____

Printed Name: _____ Date: _____