2026 Guy Fawkes Ride

Assumption of Risk, Release of Liability,
Covenant Not to Sue, and Indemnity Agreement

In consideration of Kermesse Sport LLC allowing me to participate in this event and any and all activities related to or connected with the event, including travel to and from (collectively the "Event"), whether as a rider, official, coach, mechanic, volunteer, spectator, staff member, 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 involves 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 pot holes ruts, and loose gravel; equipment failure; inadequate safety equipment; use of equipment or materials provided to me by others; travelling on or crossing heavily travelled roads, winding roads, steep descents; 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, which can cause fatigue and may involve the risk of serious injury, permanent disability, 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**. I understand and voluntarily assume all risks, including known and unknown risks.

2. Release of Liability. I hereby forever **release, waive, and discharge** Kermesse Sport LLC, and their respective officers, directors, agents, employees, volunteers, independent contractors, officials, event directors, and affiliates as well as the sponsors, organizers, property owners, law enforcement agencies, and public entities, that are connected with the Event, and each of their respective officers, agents, employees, and volunteers (collectively, "Releasees") from **any and all 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 damage, injury, permanent disability, 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 and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness and liabilities of every kind and character, 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 safely participate in the Event. I acknowledge that it is my sole responsibility to make such determination and that I am responsible for my own well-being at all times while participating in the Event.

5. **Rules; Regulations; Equipment.** I agree to be familiar with and abide by the rules and regulations established by the Event, including the vehicle code, vehicle laws and rules of the road established by the state(s) which the event takes place in or travels through, and any special regulations for the Event. I agree to be familiar with the Event course. I agree to ride and participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment and any equipment provided for my use. I will wear a cycling helmet of my choice, and I assume all responsibility for the selection of the helmet.

6. **Use of Information**. I understand that Kermesse Sport may collect or receive my contact information in connection with this agreement, and use it to administer this agreement and for marketing purposes. I further acknowledge, agree and consent that Kermesse and its designees may share this information with third parties who need access to this information to perform services on Kermesse's behalf, (b) Kermesse may also share this information with select marketing partners, and (c) Kermesse and its select marketing partners may use this information to contact me with information and offers believed to be of interest to me.

7. **Media Grant**. I irrevocably grant and license to Kermesse Sport 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 the 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.

8. **Governing Law; Jurisdiction; Severability**. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of

Pennsylvania or any other jurisdiction). Any legal suit, action, or proceeding arising out of or relating to this agreement shall be instituted in courts of the Commonwealth of Pennsylvania located in Bucks County. 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.

I have carefully read the foregoing and fully understand its terms. I attest that I am 18 years of age or older. I understand 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 intend my signature to be a complete and unconditional release of all liability to the greatest extent permitted by law.

_____	_____	_____
Printed Name of Participant	Signature of Participant	Date

PARENTAL/LEGAL GUARDIAN CONSENT

I attest that I am the parent or legal guardian of the minor participant named above. I have carefully read the foregoing and agree to all of the terms. I have explained to my child the inherent risks of participating in this event.

_____	_____	_____
Printed Name of Parent/Legal Guardian	Signature of Parent/Legal Guardian	Date