

## 2017 Hell of Hunterdon

## PARTICIPANT AND VOLUNTEER ACCIDENT WAIVER AND RELEASE OF LIABILITY

I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, deteriorating public infrastructure, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

I acknowledge that this event may be taking place in harsh weather and that the roads may be wet as well as have snow, ice, many potholes, gravel, mud, and other deficiencies on their surfaces. I am responsible for my own actions and safety

I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person. I acknowledge that this Accident Waiver and Release of Liability (AWRL) form will be used by the event holders, sponsors and organizers, in which I may participate and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me or my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: All governmental and private entities including, BUT NOT LIMITED TO: Borough of Stockton (NJ), Townships of West Amwell (NJ), Hopewell (NJ), Montgomery (NJ), Hillsborough (NJ), East Amwell (NJ), Delaware (NJ), and Kingwood (NJ); Counties of Mercer (NJ), Hunterdon (NJ), and Somerset (NJ); State of New Jersey, the Bicycle Ride Directors Association of America, Kermesse Sport LLC, Princeton Elks Lodge, D&R Greenway, NICA, Wheelfine Imports, the Cifelli family, Montgomery Township Board of Education; and their respective directors, officers, employees, contractors, volunteers, representatives, and agents, the event owners, event sponsors, event directors, event staff, event volunteers, and coparticipants; (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entitles as a result of any of my actions during this event.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and or illness during this event. I understand that at this event or related activities, I may be photographed, videoed, filmed or otherwise have my likeness, voice or a combinational recorded. I agree to allow my photo, video or film or sound likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and/or assigns without compensation.

This AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.