

**AGREEMENT, WAIVER &
RELEASE OF LIABILITY**

**RAGBRAI® XL
JULY 22-28, 2012
The Des Moines Register**

**FOR MINOR PARTICIPANT USE ONLY. EACH MINOR MUST PRINT, SIGN, AND RETURN THIS FORM.
INDIVIDUALS OVER THE AGE OF 18 MUST SUBMIT AN ONLINE FORM. This form may be photocopied; FAXED
SIGNED WAIVERS WILL NOT BE ACCEPTED.**

I, the undersigned, know and understand that RAGBRAI and its related events involve potentially hazardous or dangerous activities and conditions. I attend RAGBRAI and all related events out of my own free will and choice. In choosing to attend RAGBRAI and any related events, I **FULLY ACCEPT AND ASSUME ALL RISKS**, whether before, during or after RAGBRAI and its related events, whether or not an event is listed herein. These include, without limitation, physical injury, mental injury, emotional distress, trauma, sickness, illness, death, contact with others, equipment failure, inadequate safety equipment, the effects of weather including extreme temperature or conditions, traffic, contact with motor vehicles of all types and descriptions, collision with other persons, or fixed objects, the conditions of and/or design and other defects in the road and facilities, including campgrounds, all risks along the route, and the negligence of others, including, without limitation, those persons organizing, sponsoring, or participating in RAGBRAI and/or events occurring in connection with it. I am aware that the risk of injury or death is always present in biking and RAGBRAI's attendant events and that this risk cannot be eliminated by RAGBRAI organizers, sponsors, and the government and private entities that host or assist in the RAGBRAI events. I know and accept that biking and road accidents may result from the failure for any reason (including negligence) of RAGBRAI organizers, sponsors, and the government and private entities that host or assist in the RAGBRAI events to correctly determine the conditions and safety of the road, surface, route or weather or to predict where or when an accident might occur. All risks are known, appreciated and assumed by me, and I waive any and all specific notice of the existence of them and further waive the obligation, if any, that any other person or entity has to advise or warn me of them. I assume liability for and agree to pay my own medical and emergency expenses in the event of injury, illness, or other incapacity regardless of whether I authorized such expenses. I authorize the use and release of personal and medical information in connection with any medical services provided to me.

I realize that RAGBRAI events require physical conditioning. I represent that I am in sound medical condition capable of participating in the RAGBRAI events without risk to myself or others. I have no medical impediment that would endanger others or me. I understand that a situation may arise during RAGBRAI and related events that may be beyond the control of the sponsors, promoters, organizers, government and private entities or others that host or assist in RAGBRAI and all related events, or may arise from negligence by them, and I accept and assume all risks of participation and/or attendance. I will be solely responsible for the condition and adequacy of my bicycle, safety gear and equipment. I will ride safely within the limits of my own abilities, my equipment and the riding conditions and in a manner that does not endanger others or me.

Knowing these facts and in consideration of my entry acceptance, admission to and/or participation in RAGBRAI and its related events, I for myself, spouse, children, heirs, next of kin, assigns and anyone acting on my behalf, **RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO HOLD** The Des Moines Register and Tribune Company and its parent company, subsidiaries and affiliated entities; RAGBRAI sponsors and participating clubs, communities and organizations; RAGBRAI officials, emergency and support personnel, volunteers and their representatives; official Friends of RAGBRAI; persons and entities that provide event recommendations, advice or services relating to matters such as, but not limited to, route selection, design or maintenance, risk management, safety and first aid; all

property owners, law enforcement agencies and governmental or public entities, including without limitation the State of Iowa, its counties, cities and special districts; and the officers, directors, employees, representatives, agents, assigns, and successors of all of the above, **HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS AND ACTIONS OF ANY AND EVERY KIND, INCLUDING CLAIMS OF NEGLIGENCE**, I have, may have or may hereafter accrue against the released parties directly or indirectly arising out of or relating in any respect to my attending or participating in RAGBRAI and/or any related events. My waiver and release of all claims, demands, actions and liabilities shall include without limitation, any personal injury, accident, illness or death and any property damage or loss that may be: (a) caused by any act, or failure to act, by the above-identified persons and entities, including without limitation, their negligence, errors, omissions, fault, failure to enforce rules, and conditions of the routes and/or event premises, and/or (b) sustained by me before, during or after RAGBRAI and its related events. I acknowledge that I am signing this agreement freely and voluntarily, and **INTEND BY MY SIGNATURE FOR THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW**. I further acknowledge that no representations, promises, statements or inducements have been made to me other than as set forth in this document. I will abide by all RAGBRAI rules and regulations. I understand that my name, address, photograph, voice and/or likeness may be used in news, promotional or advertising content in all media forms created or distributed by The Des Moines Register and Tribune Company, and its licensees. I consent to such uses and waive any rights of privacy or publicity I may have in connection with those uses. I also waive any privacy rights that may result from disclosure of information about me, including without limitation, in connection with provision of any medical services by RAGBRAI sponsors and organizations. I further agree to indemnify and hold the parties released above harmless from any and all losses, damages, injuries, claims and expenses, including attorneys' fees, arising from or relating in any respect to my attendance and/or participation in RAGBRAI and/or its related events or my breach of this agreement. If I am a minor, my parent or guardian also is signing on my behalf. We both agree to be bound by the terms of this agreement, waiver and release. I also waive all spousal claims relating to RAGBRAI, if any, that I hold or that may arise through me. I agree that no modifications or amendments to the standard Entry Form and this waiver and release shall be binding unless they are accepted in a separate writing signed by the President of The Des Moines Register and Tribune Company.

All matters arising out of this Agreement and my participation in RAGBRAI and any related events shall be governed by the laws of the State of Iowa, without regard to choice of law principles, and shall be within the exclusive jurisdiction of the state and/or federal courts located within Polk County in the State of Iowa, and the parties hereby consent to such exclusive jurisdiction and waive objections to venue therein.

If special arrangements are required for individuals with disabilities to complete and submit this form or if translation to another language is required, please contact T. J. Juskiwicz at The Des Moines Register, 715 Locust Street, PO Box 622, Des Moines, Iowa 50306-0622 no later than March 5, 2012. The Register will take those steps reasonably available to accommodate your request.

Si arreglos especiales son requeridos por personas incapacitadas para completar o someter este documento o si se requiere su traduccion a otra lengua, notifiquese T. J. Juskiwicz en El Des Moines Register, 715 Locust Street, PO Box 622, Des Moines, Iowa, 50306-0622 antes de 5 del Marzo, 2012. El Register tomara las medidas razonablemente disponibles para acomodar su solicitud.

I (the previously-named entrant on the Entry Form) HAVE READ THIS AGREEMENT, WAIVER AND RELEASE OF LIABILITY, UNDERSTAND IT AND VOLUNTARILY AGREE TO AND ACCEPT ITS TERMS. I UNDERSTAND I AM GIVING UP SUBSTANTIAL RIGHTS.

Printed Name

Date Signed

Unique ID (Office Use Only)

Signature of Participant

Please See Next Page

PLEASE READ AND SIGN THIS ADDENDUM IF PARTICIPANT IS UNDER 18 AS OF THE DATE THIS DOCUMENT IS SIGNED:

The undersigned, as parent(s), guardian(s) and/or legal custodian of the minor child named below, in exchange for issuance of rider registration materials and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, represent, covenant and agree:

1. I/we have read the attached RAGBRAI Agreement, Waiver and Release of Liability, have fully assessed the risks of the RAGBRAI ride and related events and warrant and represent that I/we have determined that my/our minor child named below is qualified and capable of participating on the conditions disclosed in the RAGBRAI Agreement, Waiver and Release of Liability without risk of injury or loss to others, to the minor child or to me or us.
2. I/we agree that during the entire period of my/our minor child's participation in RAGBRAI and/or any of its related events, I/we will provide direct supervision for my/our minor child and will be solely responsible for such supervision.
3. In executing the RAGBRAI Agreement, Waiver and Release of Liability on behalf of the child named below, we agree to release all claims we may have personally by or through our minor child on the terms specified in the RAGBRAI Agreement, Waiver and Release of Liability and otherwise accept all of its obligations, terms, covenants and agreements insofar as they relate to rights we hold directly and derivatively through the minor child named below and as to any rights we may exercise, release or waive on behalf of my/our minor child as permitted by applicable law.
4. Additionally, I/we agree jointly and severally to indemnify and hold harmless The Des Moines Register and Tribune Company and its parent company, subsidiaries and affiliated entities; RAGBRAI sponsors and participating clubs, communities and organizations; RAGBRAI officials, emergency and support personnel, volunteers and their representatives; official Friends of RAGBRAI; persons and entities that provide event recommendations, advice or services relating to matters such as, but not limited to, route selection, design or maintenance, risk management, safety and first aid; all property owners, law enforcement agencies and governmental or public entities, including without limitation the State of Iowa, its counties, cities and special districts; and the officers, directors, employees, representatives, agents, assigns, and successors of all of the above, **from and against any and all losses, damages, costs or expenses arising from any and all claims, demands and actions of any and every kind, including claims of negligence**, that my/our minor child may have against the above-named parties to the extent proximately caused by my/our minor child's participation in RAGBRAI and/or any of its related events. These include, without limitation, physical injury, mental injury, emotional distress, trauma, sickness, illness, death, contact with others, equipment failure, inadequate safety equipment, the effects of weather including extreme temperature or conditions, traffic, contact with motor vehicles of all types and descriptions, collision with other persons, or fixed objects, the conditions of and/or design and other defects in the road and facilities, including campgrounds, all risks along the route, and the negligence of others, including, without limitation, those persons organizing, sponsoring, or participating in RAGBRAI and/or events occurring in connection with it. This indemnity includes my/our agreement to reimburse the released parties for all payments they may make and liabilities they may incur to or for the benefit of my/our minor child, **including but not limited to judgments for personal injury, wrongful death or other claims resulting from their actions or failure to act, even if the same includes their negligence.**
5. I/we agree that should my/our minor child have the right to bring any claim, demand, action, of any and every kind, against the above-named parties, I/we, on behalf of my minor child, agree to pursue and/or settle any and all such claims or controversies exclusively by final and binding arbitration before a neutral arbitrator in Des Moines, Iowa.
6. The terms of this addendum shall be governed by the laws of the State of Iowa and shall be interpreted liberally to give maximum force and effect to my/our intent to be fully and solely responsible for the welfare of my/our minor child named below and for any and all liability, loss or injury that may arise from his/her participation in RAGBRAI and its related events even if the same involves the negligence of others. If any term of this addendum is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, then all other terms of this addendum will nevertheless remain in full force and effect, and such term automatically will be amended so that it is valid, legal and enforceable to the maximum extent permitted by applicable law, but as close to the parties' original intent as is permissible.

Printed Name of Minor Child

Date Signed

Unique ID (Office Use Only)

Child's Age (as date of registration)

Child's Birthday

BOTH PARENTS SHOULD SIGN.

Signature of Participant's Parent or Guardian

Signature of Participant's Other Parent or Guardian

**PLEASE SUBMIT A SIGNED ORIGINAL OF THIS FORM – FAXED OR PHOTOCOPIED SIGNATURES WILL NOT BE ACCEPTED
YOUR SIGNED FORM MUST BE POSTMARKED NO LATER THAN APRIL 1, 2012
MAIL TO: RAGBRAI Fees, PO Box 622, Des Moines, IA 50306-0622**

RAGBRAI is a registered trademark of The Des Moines Register and Tribune Company. All rights reserved. ©2011 The Des Moines Register and Tribune Company.