

**AGREEMENT, WAIVER &
RELEASE OF LIABILITY**

**RAGBRAI® XXXVIII
JULY 25-31, 2010
The Des Moines Register**

EACH ENTRANT MUST SIGN AN INDIVIDUAL WAIVER. FAXED WAIVERS WILL NOT BE ACCEPTED.

This form may be photocopied; however, 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. 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 riders 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 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 promotional or advertising materials of or 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.

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. Juskiewicz at The Des Moines Register, 715 Locust Street, PO Box 622, Des Moines, Iowa 50306-0622 no later than March 5, 2010. 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. Juskiewicz en El Des Moines Register, 715 Locust Street, PO Box 622, Des Moines, Iowa, 50306-0622 antes de 5 del Marzo, 2010. El Register tomara las medidas razonablemente disponibles para acomodar su solicitud.

I (the previously-named entrant on the Individual Entry Form) HAVE READ THIS AGREEMENT, WAIVER AND RELEASE, UNDERSTAND IT AND VOLUNTARILY AGREE TO AND ACCEPT ITS TERMS. I UNDERSTAND I AM GIVING UP SUBSTANTIAL RIGHTS. (SUBMIT SIGNED ORIGINAL; FAXED OR PHOTOCOPIED SIGNATURE WILL NOT BE ACCEPTED.)

Printed Name _____

Date Signed _____

Transferred Wristband # _____

Signature of Participant _____

Signature of Parent If Participant Is Under 18 _____

**ALL TRANSFERS MUST BE RECEIVED IN THE RAGBRAI OFFICE
PRIOR TO THE START OF RAGBRAI XXXVIII.
MAIL TO: RAGBRAI TRANSFER, PO Box 622, Des Moines, IA 50306-0622**
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