

**AGREEMENT, WAIVER &
RELEASE OF LIABILITY**

**RAGBRAI® XLVI
JULY 22-28, 2018**

This form may be photocopied; FAXED SIGNED WAIVERS WILL NOT BE ACCEPTED.

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

I/We, 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, promise, 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/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, I/we agree to release all claims I/we may have personally by or through my/our minor child on the terms specified in the RAGBRAI Agreement, Waiver and Release of Liability and accept all of its obligations, terms, covenants and agreements insofar as they relate to rights I/we hold directly and derivatively through the minor child named below and as to any rights I/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, defend 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 planning, 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, liabilities, 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, damage to personal property, 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, risks of crime, violence, terrorism or acts of terror, 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 above-named 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**. I/We further agree to indemnify, defend and hold harmless the above-named parties from and against any and **all losses, damages, injuries, claims and expenses, including attorneys' fees**, that are incurred by the above-named parties arising out of any third-party claim, which arises from or relates in any respect to my/our minor child's attendance and/or participation in RAGBRAI and/or its related events, including without limitation, his/her acts or failures to act, negligence, or his/her breach of the RAGBRAI Agreement, Waiver and Release of Liability.

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/our 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 and the RAGBRAI Agreement, Waiver and Release of Liability it incorporates 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 and the RAGBRAI Agreement, Waiver and Release of Liability it incorporates is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, then all other terms of this addendum and the RAGBRAI Agreement, Waiver and Release of Liability it incorporates 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

Child's Age (as of July 1, 2018)

Child's Birthday

BOTH PARENTS SHOULD SIGN:

Signature of Participant's Parent or Guardian

Signature of Participant's Other Parent or Guardian