

## 2017 RAGBRAI XLV Day Wristband Application and Waiver

Name \_\_\_\_\_ Birth Date    /    /     
Address \_\_\_\_\_ Apt/Ste/Unit \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Check days requested (\$30 per day)	(wristband number)
_____ Sunday, July 23 (Orange City to Spencer, 62.6 miles)	_____
_____ Monday, July 24 (Spencer to Algona, 71.7 miles)	_____
_____ Tuesday, July 25 (Algona to Clear Lake, 51.4 miles)	_____
_____ Wednesday, July 26 (Clear Lake to Charles City, 57.5 miles)	_____
_____ Thursday, July 27 (Charles City to Cresco, 54.6 miles)	_____
_____ Friday, July 28 (Cresco to Waukon, 60.1 miles)	_____
_____ Saturday, July 29 (Waukon to Lansing, 44.8 miles)	_____

Number of days \_\_\_\_\_ X \$30 per day = \$ \_\_\_\_\_

Or you can register as a non-rider:

\_\_\_\_\_ Weeklong non-rider (\$35) \$ \_\_\_\_\_

(Weeklong non-rider is a driver or passenger in a vehicle. Do not register as a rider and non-rider on the same application.)

**Total Due = \$ \_\_\_\_\_**

**Date:**    /    /   

Paid by: (circle one)    Cash    Check    Credit Card

**You must read and sign the waiver on the back of this form**

**Minors under the age of 18 must complete a Minor Waiver Addendum**

# AGREEMENT, WAIVER & RELEASE OF LIABILITY

RAGBRAI® XLV  
July 23-29, 2017

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 and/or participate in RAGBRAI and all related events out of my own free will and choice. In choosing to attend and/or participate in 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, damage to personal property, acts by spectators, participants or third persons, equipment failure or defective equipment, 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, the possibility that RAGBRAI and any related events may be postponed, ended early, or cancelled altogether by government officials and/or event organizers, and the negligence of others, including, without limitation, those persons organizing, sponsoring, volunteering 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 and its attendant events and that this risk cannot be eliminated by RAGBRAI organizers, sponsors, volunteers and the government and private entities that plan, host or assist in the RAGBRAI events. I know and accept that biking, road and other accidents may result from the failure for any reason (including negligence) of RAGBRAI organizers, sponsors, volunteers and the government and private entities that plan, host or assist in the RAGBRAI events to assess or 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 and 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, volunteers, organizers, government and private entities or others that plan, 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 realize that RAGBRAI events may require a degree of skill and knowledge. I represent that I have the degree of skill and knowledge necessary for me to engage in these activities safely. 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, executors, 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 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, **HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, INJURIES, COSTS, EXPENSES, LIABILITIES, 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. Without limiting the foregoing, my waiver and release of all losses, damages, costs, expenses, 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, defend and hold the parties released above harmless from and against any and all losses, damages, injuries, claims and expenses, including attorneys' fees, that are incurred by the parties released above arising from or relating in any respect to my attendance and/or participation in RAGBRAI and/or its related events, including without limitation, my acts or failures to act, negligence, 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 any term of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, then all other terms of this Agreement 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. This Agreement represents the entire agreement of the parties and supersedes any and all prior agreements with respect to the RAGBRAI® XLV ride and events.

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, 400 Locust Street, Suite 500, Des Moines, Iowa 50309 no later than February 15, 2017. 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, 400 Locust Street, Suite 500, Des Moines, Iowa, 50309 antes de February 15, 2017. 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