

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 or the government or 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 or the government or 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 myself or others. I understand that a situation may arise during RAGBRAI and related events that may be beyond the control of the sponsors, promoters, volunteers, organizers, the 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 understand I am 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 myself or others.

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, and successors and assigns, 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, BUT NOT LIMITED TO, 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/or 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 Director of RAGBRAI.

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® XLVII 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, 2019. 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 St, Suite 500, Des Moines, Iowa, 50309 antes de February 15, 2019. 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

This form may be photocopied; FAXED SIGNED WAIVERS WILL NOT BE ACCEPTED.
MAIL FORM TO: RAGBRAI FEES, 400 LOCUST STREET, SUITE 500, DES MOINES, IA 50309

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, and successors and assigns, 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 I/we or 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.

7. In executing this RAGBRAI Agreement, Waiver and Release of Liability on behalf of the child named below, I/we represent and warrant that I/we have full legal authority to enter and perform all of its terms and obligations in my/our personal and representative capacities. I/we agree to release: (a) all claims I/we may have personally by or through my/our minor child on the terms specified above, and (b) all claims that we can or may release on behalf of the minor child named below. In both my/our personal and representative capacities, I/we accept all of the obligations, terms, covenants and agreements set forth above insofar as they relate to rights I/we hold directly or 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. **I/WE HAVE READ THIS AGREEMENT, WAIVER AND RELEASE OF LIABILITY, UNDERSTAND IT AND VOLUNTARILY AGREE TO ACCEPT ITS TERMS. I/WE UNDERSTAND I AM/WE ARE GIVING UP SUBSTANTIAL RIGHTS.**

Printed Name of Minor Child

Date Signed

Child's Age (as of July 1, 2019)

Child's Birthday

BOTH PARENTS SHOULD SIGN:

Signature of Participant's Parent or Guardian

Signature of Participant's Other Parent or Guardian