

Last Name: _____ First Name: _____ Rider Number: _____



Participant Waiver & Release Form



Sam's Club MS 150 ★ May 3-4, 2008

*****PLEASE READ THIS UNCONDITIONAL WAIVER & RELEASE AND EVENT RULES AS THEY HAVE LEGAL & BINDING CONSEQUENCES ON YOUR RIGHTS AND IMPACT YOUR PARTICIPATION IN THIS EVENT. ONCE YOU READ & UNDERSTAND THE RULES AND WAIVER, COMPLETE THE INFORMATION ABOVE & BELOW AND TURN IN AT PACKET PICK-UP IN ORDER TO RECEIVE YOUR RIDER PACKET.*****

In signing this absolute and unqualified release from all liability, I acknowledge that I understand its intent, and for myself, my heirs, executors, administrators and representatives, do hereby agree and WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS AND PROMISE TO INDEMNIFY AND NOT TO SUE the National Multiple Sclerosis Society, the Lone Star Chapter, corporate sponsors, volunteers, cooperating organizations and any other parties connected with this event in any way together with their respective successors and assigns (the "Sponsors"), singly and collectively, from and against any blame and liability for any injury, harm, loss, inconvenience, or any other damage of any kind whatsoever, to include Sponsors' own negligence, which may result from or be connected in any way to my participation in the Sam's Club MS 150 Bike Tour. This agreement may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification.

I hereby represent that: (1) I am physically capable of participating in this event; (2) that my bicycle and any other equipment I may use are in good working condition; (3) the safekeeping and security of personal property is my responsibility; (4) I will observe all applicable traffic and event rules, and (5) I will wear a helmet and conduct myself in a safe and prudent manner while participating. I acknowledge my voluntary participation, the inherent danger in this event and **assume the risk** of such participation with the understanding rule violations result in disqualification from the event. I further acknowledge having been provided a copy of the event rules, afforded ample opportunity to read them and have any questions about them answered to my satisfaction. I hereby agree to abide by the event rules as a precondition for my participation. I hereby consent to and permit emergency treatment in the event of injury or illness while participating in this event. I also give permission to the National Multiple Sclerosis Society and the Lone Star Chapter to use my name and any images taken of me during the event in any promotional materials, publications or on the Internet. I also give permission to the National Multiple Sclerosis Society and the Lone Star Chapter to release my name, addresses and phone numbers to any official representative of a team that I have chosen to join. **I hereby WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS AND PROMISE TO INDEMNIFY AND NOT TO SUE the Sponsors from any damage I may sustain because of any breach of these representations/acknowledgments or violation of event rules.**

I understand that if I ride, **I AM AGREEING TO PAY A MINIMUM OF \$300 FOR THE SAM'S CLUB MS 150 BIKE TOUR EITHER THROUGH PLEDGES OR A PERSONAL DONATION.** Failure to pay would prohibit my participation in any Lone Star Chapter event.

Notice for our younger riders: Waivers/releases of riders under the age of 18 must be signed by a parent or legal guardian and NOTARIZED. The rider must also be accompanied by an adult (21 or older) throughout the Sam's Club MS 150 Bike Tour. Please have the notary sign, date and stamp the back of this form.

I CERTIFY THAT I HAVE READ THIS WAIVER & RELEASE AND THE EVENT RULES AND UNDERSTAND THEIR SIGNIFICANCE.

Participant's Name Printed: _____ Date of Birth (Mo/Day/Yr): _____ / _____ / _____

Participant's Signature: _____ Date: _____

Address: _____ City, State & Zip: _____

If under 18, parent/legal guardian's signature: _____ NOTARY REQUIRED _____ Date: _____

Name of accompanying parent/adult (21 or older): _____ NOTARY REQUIRED _____