

Economic Green Solutions
TOUR DE FARM NEW JERSEY & FARM-TO-FORK CELEBRATION
September 2018

WAIVER, RELEASE AND CONSENT

In consideration for allowing my participation in the Economic Green Solutions, 2018 Tour De Farm, New Jersey (the "Event"), I freely agree to and make the following contractual statements and agreements.

Risks of Bicycling: I fully realize and appreciate there are dangers and inherent risks associated with riding a bicycle on open public roads and I assume full responsibility for those risks associated with this activity including, by way of example but not limitation, the dangers of collision with pedestrians, vehicles, other cyclists, animals, and fixed or moving objects; the dangers arising from surface hazards, pot holes, broken roads, equipment failure, inadequate safety equipment, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with bicycle related mishaps and any and all losses or damages resulting therefrom. I understand that potentially dangerous situations may arise during the Event which are beyond the control of the Event, its Organizers and Sponsors. Knowing these risks involved, I nevertheless agree to assume those risks and to fully release and discharge all the persons or entities mentioned below for any loss, damage, injury, death, illness or property damages which may occur on these tours during the Event or in the travel to and from these tours.

Responsibilities of Bicyclist: I attest I will be riding at my own risk and release the aforementioned entities from liabilities for any injury, death, damages which may occur to me or anyone else. I further understand that if I leave before the posted daily starting time or bicycle a course different than mapped, or marked, that I will not receive the services as published or advertised. I further attest that I am physically fit and have sufficiently trained for the completion of the Event or will be subject to early termination at the Event Organizer's sole discretion if I'm unable to cycle at the standard of the tour. I also agree to wear a CPSC approved bicycle helmet at all times when riding a bicycle during this Event. I also agree to have adequate medical insurance coverage for the duration of the Event. I consent to and permit emergency medical treatment in the event of injury or illness. I attest that I will abide by the rules and regulations of these tours, and all applicable state and local municipal laws, including vehicle laws and practice safety in bicycling. I understand the Event reserves the right to suspend the tour for participants unwilling to ride in a safe manner or displaying unacceptable behavior as defined by the Event Ride Rules and Regulations. The Event may change or cancel tours for various reasons.

Private Property: I fully understand that as a participant of the Event, I am a guest on private farms and private property. As such, I will remain only in the authorized and designated areas on each property. I will NOT trespass in the owner's homes or unauthorized areas unless explicitly invited by the owner of the property, and understand if I do trespass or commit any other criminal act, I will be subject to criminal prosecution.

Release: Having read the foregoing material, I hereby freely and voluntarily waive, release, and discharge, for myself, my heirs, my executors, administrators, successors, and assigns, any rights or claims, known or unknown, which I have or may hereafter accrue to me against the officers, employees, owners, volunteers, organizers and staff of The Event, participating clubs, property owners, sponsoring businesses and organizations, and all volunteers, for any and all damages which may be sustained by me directly or indirectly in connection with my participation in this Event subject to New Jersey law.

Indemnification: I agree to indemnify, defend and hold harmless the Event, participating clubs, property owners, sponsoring businesses and organizations and all volunteers against all claims, causes of action, damages, judgments, costs, expenses, including attorney's fees and other costs of litigation which may arise in any way from my involvement in this Event.

I agree to pay for any and all damages caused by me or as a result of my presence in this Event.

I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that The Event has offered to refund any fees I have paid to enter the Event if I choose not to sign this Agreement.

This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provisions, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

IN CASE OF EMERGENCY,

Please call _____ (Relationship: _____)

at _____ (Day), or _____ (Evening).

Economic Green Solutions, 2018 Tour De Farm, New Jersey cannot be held liable for theft or loss of any personal gear including bicycle. I also grant full permission for use of my name, photograph, videotape, motion picture, recordings and evaluations in connection with this Event.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature _____

Name (Print) _____ Date _____

To Be Read and Signed by Parent/Guardian of Youth Participant

BY SIGNING THIS FORM I AM RELEASING Economic Green Solutions 2018 Tour De Farm, New Jersey FROM ANY AND ALL LIABILITY IN THE EVENT MY CHILD IS INJURED, DAMAGED OR KILLED WHILE PARTICIPATING IN THIS EVENT. I UNDERSTAND THAT I COULD HAVE THIS RELEASE REVIEWED BY A LAWYER OF MY CHOICE.

Understanding the foregoing paragraph, I wish for my child to participate in this Event, offered by Economic Green Solutions 2018 Tour De Farm, New Jersey. I am aware that this Event involves biking along public roads and trails and private property, and that participating in this Event poses certain dangers, including, but not limited to, the hazards of traveling in and biking along public and private roadways; injury or illness along the way, and unforeseen events caused by the forces of nature. In consideration for permitting my child/minor to participate in this Event, I, for my family, my estate, and myself, hereby waive any right of recovery and claims of liability against the Event, its officers, employees and agents, including claims for bodily injury, death, personal injury and/or damage to property, and release the Event, its officers, employees and agents from any claims made by others for personal injury or property damage allegedly caused by me. Further, I will hold the Event harmless from any loss or damages resulting from the foregoing waiver and release. This Release and Indemnity Agreement is a contract, not a mere recital and thus it shall remain in effect for the duration of the Event in which my child/minor participates. I also give permission for my child to be photographed / filmed and have his or her image used by the Event and their partner agencies, without royalty or compensation.

As Parent/Guardian, I am signing on behalf of a minor, I further agree to HOLD HARMLESS AND INDEMNIFY Economic Green Solutions 2018 Tour De Farm, New Jersey and its members from all liability, claims and causes of action which the minor may have arising from the minor's participation in the Event.

The terms of this agreement shall serve as a release and indemnity agreement for my heirs, personal representative, and for all members of my family, including any minors.

I HAVE READ AND AGREE TO ABIDE BY THE LIABILITY RELEASE AND AGREE I HAD THE OPPORTUNITY TO MAKE CHANGES OR SUGGEST CHANGES TO THIS AGREEMENT, BUT I MADE NO ATTEMPT TO ALTER OR CHANGE THE WORDING.

Parents or legal guardians must sign for all persons under eighteen (18) years of age.

Participant (Child/Minor) Name: _____

Parent / Guardian Signature: _____

Parent / Guardian Name: _____