

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AUTHORIZATION AND PARENTAL CONSENT AGREEMENT ("Agreement") for CLIMATE RIDE, INC. (a Montana Nonprofit Corporation) ("CLIMATE RIDE")**

*(This form is to only be used for Individual Adults or for Adults on behalf of Minors)*

**IN CONSIDERATION** of being permitted to participate in any way in any **CLIMATE RIDE** sponsored or otherwise supported bicycling, running, hiking or other challenge activities, be they physical, artistic or otherwise, including but not limited to, virtual events and independent challenges, and activities intended to benefit CLIMATE RIDE and/or advance its mission, but that may not be official CLIMATE RIDE activities or under CLIMATE RIDE's control (all of the foregoing activities hereinafter referred to individually as an "Activity" and, collectively, as "Activities"), I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE**, agree, and represent that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical and mental condition to participate in such Activity. I further acknowledge that the Activity may be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I also acknowledge that accidents and illnesses may occur in remote areas without easy access to medical facilities. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. I further acknowledge that CLIMATE RIDE is not providing me with any insurance or legal advice, or other advice.

2. **FULLY UNDERSTAND** that (a) **THE ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY OR ILLNESS, INCLUDING, BUT NOT LIMITED TO, VIRAL OR BACTERIAL INFECTIONS, OTHER COMMUNICABLE DISEASES, PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks")**; (b) Risks include, but are not limited to, travel to and from the Activity, crashes, falls, rental equipment or other mechanical failures, changing surface conditions, surface variations, ground conditions, snow, sand, water and ice conditions, changing weather conditions, high altitude sickness, exhaustion, orthopedic injuries, overuse injuries, dehydration, hypothermia, sunburn and heatstroke, getting lost or separated, lack of shelter, storms, lightning, hail, snow and other adverse weather, limited access to and/or delay of rescue and medical attention, insect bites, plant reactions, animal and living organism interactions, Lyme's Disease, West Nile Virus, Hantavirus, exposure to and contracting of airborne contagions and other communicable diseases, including but not limited to the COVID-19 virus and/or its mutations, and mental distress associated with any of the above; (c) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or **THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW**; (d) there may be **OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES** either not known to me or not readily foreseeable at this time; and **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS, WHETHER OR NOT SPECIFICALLY LISTED HEREIN, AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I may incur as a result of my participation in the Activity.

3. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE ANY OF CLIMATE RIDE**, any contracted tour operators for, or other organizers of, the Activity, any beneficiaries of the Activity (if the Activity is a fundraising event), any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, any of the respective administrators, directors, trustees, agents, officers, members, contractors, consultants, volunteers, and employees of the foregoing, or any other participants in the Activity (each of the foregoing considered one of the "RELEASEES" herein) **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, NEGLIGENT RESCUE OPERATIONS**. And, I **FURTHER AGREE** that if, despite the foregoing and other provisions of this Agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, **I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES** from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

4. **HEREBY GRANT** CLIMATE RIDE or its designees, and any other operators for, or other organizers of, any Activity in which I participate, the irrevocable right and permission to capture my name, image, voice, statement, photograph, or likeness, including, but not limited to, through photographs and videos taken on or in connection with an Activity (collectively "Recordings"), and to use the Recordings in any media throughout the world, in perpetuity, including, but not limited to, in CLIMATE RIDE promotional and soliciting materials and CLIMATE RIDE social media, without compensation to me, and agree that CLIMATE RIDE (or such other operators or organizers) own their respective Recordings and all copyrights in them. I waive any inspection or approval rights.

5. **HEREBY AUTHORIZE AND CONSENT TO CLIMATE RIDE** or its designees, and any other operators for, or other organizers of, any Activity in which I participate, to provide, authorize and/or consent to medical examination and/or treatment of me in connection with any injuries sustained during or otherwise in connection with the Activity. In the case of emergency, I hereby authorize and consent to transport to, and medical treatment and/or care of me at (and on the way to) any available hospital. I agree to pay all associated costs. I authorize the release of my medical records and personal information by or to such persons, if necessary or useful for treatment, referral, billing, or insurance purposes. I have previously notified CLIMATE RIDE in writing of any medications, allergies or medical conditions applicable to me.

THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF MONTANA, WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES. Any suit relating to this Agreement shall be instituted in a state or federal court in the State of Montana located in the county of Missoula, and the undersigned irrevocably consents and waives all objections to the jurisdiction or proper venue of any such court. ANY RIGHT TO A JURY TRIAL IS ALSO HEREBY WAIVED.

I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PARTICIPANT'S NAME (PRINTED): \_\_\_\_\_

PARTICIPANT'S SIGNATURE (only if age 18 or over): \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

PHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

**MINOR RELEASE**

*(Please complete for Participants Under the Age of 18 and mail to Climate Ride office)*

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BICYCLING, RUNNING, HIKING AND OTHER CHALLENGING ACTIVITIES, BE THEY PHYSICAL, ARTISTIC OR OTHERWISE (INCLUDING BUT NOT LIMITED TO VIRTUAL EVENTS AND INDEPENDENT CHALLENGES AND ACTIVITIES INTENDED TO BENEFIT CLIMATE RIDE AND/OR ADVANCE ITS MISSION, BUT THAT MAY NOT BE OFFICIAL CLIMATE RIDE ACTIVITIES OR UNDER CLIMATE RIDE'S CONTROL) AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL AND MENTAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY AGREE TO ALL PROVISIONS OF THIS AGREEMENT ON THE BEHALVES OF MYSELF, THE MINOR AND ANY OTHER PARENT AND/OR LEGAL GUARDIAN OF THE MINOR AND REPRESENT THAT I AM AUTHORIZED TO DO SO. FURTHER, I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

MINOR'S NAME (PRINTED): \_\_\_\_\_ BIRTH DATE OF MINOR: \_\_\_\_\_

SIGNATURE OF MINOR PARTICIPANT: \_\_\_\_\_

PARENT/GUARDIAN NAME (PRINTED): \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

PHONE: \_\_\_\_\_ DATE: \_\_\_\_\_