

**GREATER MANATO AREA UNITED WAY “UNITED RIDE”
ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

In consideration of being allowed to participate in the Greater Mankato Area United Way, Inc. (“GMAUW”) Ride United (the “Event”) I, for myself, my personal representatives, heirs, and next of kin, agree as follows:

1. **ASSUMPTION OF RISK:** I understand that the Event is a recreational activity and that my participation in it is voluntary. I understand that participation in the Event carries with it certain risks, including personal injury or death caused by, falls, accident, contact with other participants or vehicles, road conditions, or weather. By participating in the Event, I appreciate and assume these risks and other risks. I acknowledge that I am solely responsible for my physical and mental fitness, and that I should consult a medical professional before engaging in physical activity such as the Event.

2. **RELEASE, HOLD HARMLESS, AND COVENANT NOT TO SUE:** I agree to release, hold harmless, and covenant not to sue the Event, GMAUW, United Way Worldwide, and their respective owners, directors, officers, contributors, assigns, suppliers, sponsors, employees, contractors and volunteers (collectively, the "Released Parties") and their employees, agents, assigns, or any volunteer, participant, or spectator of the Event (collectively, the “Releasees”) for any claim of ordinary negligence arising out of my participation in the Event. I understand that this release, hold harmless, and covenant not to sue is limited to claims for ordinary negligence and in no way shall be construed to release claims for conduct that constitutes greater than ordinary negligence, conduct that constitutes reckless or grossly negligent conduct, or willful, wanton or intentional acts.

3. **INDEMNIFICATION:** If, despite this release, I, or anyone through me or on my behalf makes a claim for ordinary negligence against the Releasees, I agree to indemnify and save and hold harmless the Releasees from any litigation expenses, attorney’s fees, loss, liability, damage, or costs they may incur due to the claim made against any of the Releasees, whether the claim is based on the negligence of the Releasees or otherwise.

4. **CERTIFICATION.** I certify that I am duly licensed and competent to operate a motorcycle in the Event in a safe and reasonable manner, and that the vehicle is in a safe and operable condition.

4. **MISCELLANEOUS:** This document contains the entire agreement of the parties and it supersedes all prior or contemporaneous agreements. I understand that this Agreement extends to all acts of ordinary negligence by the Releasees and is intended to be as broad and inclusive as is permitted by Minnesota law. In the event that any term of this Agreement is held to be unenforceable in any respect, that holding shall not affect the enforceability of any other term. I understand that this agreement may not be waived or modified in whole or in part except by written consent of the undersigned and the GMAUW.

I acknowledge that I am 18 years of age or older, I have read this agreement, fully understand its terms, understand that I am giving up certain legal rights by signing it, and have signed it freely and voluntarily without any inducement or assurance being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

PRINTED ADULT PARTICIPANT NAME	SIGNATURE	DATE