

BLAZING SADDLES RELEASE FORM

Please accept my entry in the **July 11, 2020 Blazing Saddles** benefit bicycle ride. I acknowledge that by signing this agreement, I am releasing the Payden Memorial Foundation, its promoters, sponsors and volunteers (collectively known as "Releasees") from liability. This release form is a contract with legal consequences. I have been advised to read it carefully before signing.

In consideration of my agreement to participate in **Blazing Saddles**, I hereby freely agree to and make the following contractual representations and agreements.

I acknowledge that cycling is an inherently dangerous sport and fully realize the dangers of participating in **Blazing Saddles**, which is held on highways and city streets and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation, the following: the dangers of collision with pedestrians, vehicles, other riders, fixed or moving objects: the dangers arising from surface hazards, equipment failure, inadequate safety equipment, **THE RELEASEE'S OWN NEGLIGENCE**, and weather conditions; the possibility of serious physical injury, including death, and/or mental trauma or injury associated with an athletic cycling event.

For myself, my heirs, executors administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE**, the Releasees and the sponsors of this event, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, volunteers through or by which **Blazing Saddles** will be held, (the foregoing are also collectively deemed to be Releasees), **FROM ANY** and all rights and **CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEE'S OWN NEGLIGENCE**, which I have or which my hereafter accrue to me and from any and all damages which be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with Blazing Saddles, or travel or return from Blazing Saddles.

I agree it is my sole responsibility to be familiar with the **Blazing Saddles** route, and the Releasee's rules, and any special regulations for **Blazing Saddles**. I understand and agree that the situations may arise during **Blazing Saddles** which may be beyond the immediate control of the **Blazing Saddles** organizers and volunteers, and I must continually ride so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my own equipment. I will participate in **Blazing Saddles** wearing a helmet that satisfies the requirements of the Releasee's registration guidelines, and I assume all responsibility and liability for the selection and proper fitting of such a helmet. I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in **Blazing Saddles**.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert any claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are judged liable on such claim for fraud, willful and wanton negligence resulting in injury, and/or willful or negligent violation of law. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or a consent to any subsequent waiver or modification.

Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable. This agreement shall be enforced in accordance with the laws of the State of Montana.

I give the Payden Memorial Foundation permission to photograph and use pictures or visual or audio tapes of me/my child in professional or fund-raising activities.

Signature of Participant _____ Date _____

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of _____ (child under 18 years of age). My Child is fit for participation in **Blazing Saddles**, and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE BLAZING SADDLES RELEASE AGREEMENT**. In consideration of allowing my Child to participate, I consent to it and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD**, my heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable attorney's fees or costs) as a direct or indirect result of injury to me or my Child because if my Child's participation in **Blazing Saddles**, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others, excepting, however, injuries adjudged to be caused by Releasees' willful and wanton negligence, will or negligent violation of law, or fraud. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in **Blazing Saddles**.

Signature of Parent or Guardian _____ Date _____

Printed Name of Parent or Guardian _____