

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of being permitted to participate at the Gran Fondo New York training ride Activities (“Activity”), I,

1. Acknowledge, agree, and represent that I understand the nature of the Activity and that I am registered for Gran Fondo New York 2012, qualified, in good health, and in proper physical condition to participate in such Activity. 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.

2. Fully understand that: (a) Cycling involves risks and dangers of serious bodily injury, including permanent disability, paralysis, and death (“Risks”); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the “Releasees” named below; (c) 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 and all responsibility for losses, costs and damages I incur as a result of my participation in the Activity.

3. Hereby release, discharge, covenant not to sue Gran Fondo New York, Inc., Gruppo Sportivo Gran Fondo New York, their respective administrators, directors, agents, officers, coaches, ride leaders, members, volunteers, participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “Releasees” herein) from all liability, claims, damages on my caused or alleged to be caused in whole or in part by the negligence of the “Releasees” or otherwise, including negligent rescue operations; and I further agree that if despite this Release and Waiver of Liability, Assumption of Risk, and Indemnity 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.

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(Place, date)

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(Signature)

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(First and last name in print)