

## LIABILITY WAIVER

I agree to abide by all rules established by Christy's Thirsty Beer Rides, LLC ("CTBR"), including the right of any official to deny or suspend my participation for any reason whatsoever.

**Personal Responsibility with Alcohol:** Consumption of alcohol at events is optional and a personal decision. By cycling with Christy's Thirsty Beer Rides, LLC ("CTBR"), I agree that any alcoholic beverages I consume are my own choice and responsibility. I agree to drink responsibly. I acknowledge that I alone am responsible for all of my actions resulting from consuming alcohol and Christy's Thirsty Beer Rides, LLC ("CTBR") is in no way responsible.

I hereby RELEASE, WAIVE and FOREVER DISCHARGE any and all claims arising out of, or in connection with, such use by Christy's Thirsty Beer Rides, LLC ("CTBR") and its agents, including without limitation any and all claims for libel or invasion of privacy.

**Assumption of Risks:** I ACKNOWLEDGE, agree, and represent that I understand the nature of Bicycling Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will 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 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 FULLY UNDERSTAND that (a) BICYCLING ACTIVITIES INVOLVE 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 of others participating in the Activity, the conditions 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 RESPONSIBILITIES FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation in the Activity.

**Testimonial and Photo Release:** In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant to Christy's Thirsty Beer Rides, LLC ("CTBR") and their agents, organizers and representatives, the right to use my name, biographical information, photographs, images, story and/or testimonial, in whole or in part, and without restriction as to changes or alterations. The rights granted herein shall extend in perpetuity, unless revoked in writing to CTBR by me, throughout the world and for any purpose whatsoever, including without limitation for marketing and advertising purposes of CTBR and its agents, and in any and all media, including without limitation CTBR's website and social media outlets. I acknowledge that CTBR and its agents have no obligation to return any photographs or images to me.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:** I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Christy's Thirsty Beer Rides, LLC ("CTBR"), volunteers, any sponsors, other participants, advertisers, meetup.com, the meetup.com group (if any), their organizers, hosts, officers, agents, and any successors and assigns of the aforementioned parties, 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, 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 NEGLIGENT RESCUE OPERATIONS. And, I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY APPLICATION 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 a result of such claim.

**COVID 19 -** THE UNDERSIGNED, ON HIS OR HER BEHALF, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE AND HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Christy's Thirsty Beer Rides, LLC ("CTBR"), any sponsors, volunteers and agents from all liability to the Undersigned and all personal representatives, assigns, heirs, and next of kin of the Undersigned for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the Undersigned (or any person who may contract COVID-19, directly, or indirectly, from the Undersigned) whether caused by the negligence, active or passive, of CTBR or otherwise while the Undersigned is in, upon, or about the premises or any facilities therein or participating in any offerings affiliated with CTBR.

I AM 18 YEARS OF AGE OR OLDER AND HAVE READ AND UNDERSTAND THE TERMS OF THIS APPLICATION. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS APPLICATION, 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 APPLICATION IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

I understand, by signing below, this Liability Waiver is in effect for any and all of Christy's Thirsty Beer Rides (CTBR) events that I participate in from the date of this waiver is signed through December 31, 2021.

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Signature

Print Name

Date

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Emergency Contact & Phone Number