

**Community Foundation of Elkhart County, Inc.**  
**Event Waiver and Release of Liability Form**  
**Connect in Elkhart County Dairy Ride**  
**The Pumpkinvine Nature Trail & Dips**  
**Middlebury, IN**  
**September 25, 2021, 9:30 a.m.**

**All participants are required to submit a waiver.**

All bike riders acknowledge that a helmet is mandatory for this activity and will wear one as a condition of participation.

IN CONSIDERATION FOR permission granted me by Community Foundation of Elkhart County, Inc. (CFEC) to participate in this activity or event, I agree to the following terms for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN OR ATTENDING THIS ACTIVITY OR EVENT. I acknowledge that this activity or event may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, property loss, and other loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of the participants, lack of hydration, equipment, vehicular traffic, and actions of other people including, but not limited to participants.

I RELEASE, HOLD HARMLESS AND PROMISE NOT TO SUE, CFEC, its directors, officers, employees, volunteers, representatives or its agents. This RELEASE, HOLD HARMLESS AND PROMISE NOT TO SUE includes all demands, damages, claims, causes of action or rights of action, of any nature, including but not limited to the negligence of CFEC, its directors, officers, employees, volunteers, representatives or its agents, whether or not related to participation in or attendance at the activity or event, and including but not limited to my traveling to and from the activity or event.

If injured during the event, and I am unable otherwise to communicate my consent, I hereby consent to receive reasonable and necessary medical treatment. Any costs incurred for such treatment will be my sole responsibility, and I will not seek reimbursement from CFEC, its directors, officers, employees, volunteers, representatives or its agents.

I understand I may be photographed at this event or activity. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and their assigns.

This Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

\_\_\_\_\_  
Print Participant's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**PARENT / GUARDIAN WAIVER FOR MINORS (if under 18 years old, parent or guardian must also sign)**

The undersigned parent and natural guardian does hereby represent that he/she is in fact acting in such capacity, has consented to his/her child's or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward to the terms of the Waiver and Release of Liability set forth above. On behalf of the child or ward, the undersigned parent or guardian further agrees not to sue and to save and hold harmless and indemnify each and all of the parties referred to above according to the terms and conditions set forth above.

\_\_\_\_\_  
Print Participant's Name

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date