

PAGE TWO – POWWOW BICYCLE TOURS WAIVER, RELEASE AND ASSUMPTION OF LIABILITY

PARTICIPANT CAUTION:

THIS IS A DOCUMENT KNOWN AS AN EXCULPATORY CONTRACT, AND HAS LEGAL SIGNIFICANCE. ITS INTENT IS TO PREVENT YOU, YOUR HEIRS, EXECUTORS, AND/OR ADMINISTRATORS FROM BEING ABLE TO SUE DENNARD CORP. (POWWOW) AND ITS OWNERS, STAFF, OFFICERS, DIRECTORS, MEMBERS, VOLUNTEERS, SERVANTS, AGENTS, EMPLOYEES, AND/OR ALL SPONSORING BUSINESSES AND ORGANIZATIONS, IF ANY (ALL OF WHICH WILL BE REFERRED TO COLLECTIVELY AS "POWWOW," FOR ANY NEGLIGENCE OR FAULT ON THE PART OF "POWWOW" WHICH MAY RESULT IN INJURY, DEATH, PROPERTY DAMAGE, OR OTHER LOSS TO YOU. IF YOU HAVE ANY QUESTIONS ABOUT THE TERMS OF THIS DOCUMENT OR THEIR LEGAL SIGNIFICANCE, CONSULT WITH AND ATTORNEY OF YOUR CHOICE BEFORE SIGNING IT.

I understand that this **Release of Liability** applies to my participation in POWWOW Bicycle Tours' Encore Tour, July 24 – 26, 2009.

I understand that my participation in this ride is a potentially hazardous activity, with many risks, including, but not limited to, falls, contact with other participants, weather including, but not limited to, windy and stormy conditions or extreme temperatures, traffic, conditions of the road, dehydration, exhaustion, vicious dogs, defective cue sheets, obstacles in the road, obstacles along road, malnutrition, improper route marking no route marking, inadequate, negligent or non-existent corner marshalling, and intersection marshalling, non-existent, negligent or inadequate traffic control or direction giving, railroad tracks, insect bites and stings, mechanical failure of my bicycle or someone else's bicycle, theft, flat tires, and contact with motor vehicles or persons who may injure me. I understand that participation in such activities can result in and has resulted in broken bones, brain damage, mental injury, emotional stress, quadriplegia, sunstroke, heatstroke, heart attack, other personal injury, and even death. I also understand that I may be provided emergency medical treatment in the event of injury or illness, and may be transported in a vehicle or vehicles, which may be commonly known as a "sag wagon." I also understand that I may be given food to eat and liquids to drink during my participation in any of the activities and that "POWWOW" makes no warranties as to the fitness for human consumption of said food or drink. In consideration for being allowed to participate in the bicycle ride set forth above, I hereby agree, for myself, my heirs, executors and administrators, nor to sue Dennard Corp. (POWWOW) and its owners, staff, officers, directors, members, volunteers, servants, agents, employees, and/or all sponsoring business and organizations, if any, which results in injury, death, property damage, or other loss to me. I will be solely responsible for the condition and adequacy of my bicycle, safety gear, and riding equipment. I represent and warrant that I am physically fit and able to participate in the aforesaid bicycle ride, agree to abide by all traffic laws and regulations, and to practice courtesy and safety in my cycling. Signature of this waiver authorizes POWWOW the use of rider's likeness for advertising purposes. I understand that in signing this Release of Liability, I am releasing Dennard Corp. (POWWOW) and its owners, staff, officers, directors, members, volunteers, servants, agents, employees, and/or all sponsoring business and organizations, if any, for it or their negligent acts or omissions. I also understand that I am assuming the risk of harm caused by the negligent acts or omissions of those parties.

Participant _____ Date _____

If Participant is a minor, PARTICPANT AND BOTH PARENTS OR LEGAL GUARDIAN(S) MUST SIGN.
If Participant is MARRIED, SPOUSE MUST SIGN.

If married, Spouse of Participant _____ Date _____

If minor, Mother/Guardian _____ Date _____

If minor, Father/Guardian _____ Date _____