

**UNREGISTERED ATHLETE LIABILITY WAIVER**

**Team Asha Open Event Release and Liability Waiver form**

In order to participate in the open event without being registered for the training program, each participant needs to sign and date the participation release and waiver form provided below.

I acknowledge that I wish to participate in **Open Ride on April 9th 2022** ("event") sponsored by Asha for Education ("Asha").

**1. Mandatory execution of form:** I acknowledge that my execution of this waiver is a prerequisite to participation in the event.

**2. Voluntary Participation:** I acknowledge that I have voluntarily applied to participate in the event. I certify that I consulted a certified physician who has informed me that I am in good health and fully capable of participating in the event and acknowledge that I have been notified that I should not participate in the event unless I am medically able to do so.

**3. Publicity Waiver:** I hereby grant permission to Asha to use any photographs, motion pictures, recordings or any record of this event, including, but not limited to, training prior to and participation in the target event, for any legitimate purposes.

**4. Assumption of Risk:** I AM AWARE THAT TRAINING FOR AND PARTICIPATING IN THE EVENT ENTAILS RISK, INCLUDING, BUT NOT LIMITED TO, THE POSSIBILITY OF SLIPS AND FALLS, SCRAPES, TWISTS AND JOLTS THAT COULD RESULT IN SCRATCHES, BRUISES, CONTACT WITH OTHER PARTICIPANTS, EFFECTS OF WEATHER, TRAFFIC AND COURSE CONDITIONS, SPRAINS, LACERATIONS, FRACTURES, CONCUSSIONS, OR, IN EXTREME CASES, EVEN DEATH. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH, TRAFFIC VIOLATIONS, INJURY DUE TO WEATHER.

**5. Release:** I hereby agree that I, my assignees, heirs, distributees, guardians, survivors, estate and legal representatives will not make a claim against, sue, or attach the property of Asha or any of Asha's officers, directors, administrators, employees, coaches, volunteers, agents, successors, predecessors, subsidiaries and assigns (the "Affiliates") for injury or damage resulting from any acts of any employee, agent, coach, volunteer or contractor of Asha or its Affiliates in connection with my training for and participation in the target event, even though the liability may arise from the negligence or carelessness on the part of the persons named in this agreement. I hereby release Asha and the Affiliates from all actions, claims or demands that I, my assignees, heirs, distributees, guardians, survivors, estate and legal representatives now have or may hereafter have for injury or damage resulting from any and all actions or causes of actions against the released parties.

**8. California Civil Code § 1542:** I acknowledge that I have read and understood California Civil Code § 1542 (quoted below) and expressly and voluntarily waive any and all rights I have or may have under such section with respect to those claims, demands, and causes of action released in the waiver.

§ 1542 provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

**9. Validity, Applicable Law, Knowing and Voluntary Execution:** Should any portion of this waiver be judicially determined invalid, voidable or unenforceable, for any reason, such invalidity shall not affect the remaining portions of this waiver. In the event of a dispute regarding this release and waiver form, California Law will govern.

**10. COVID-19 Additional requirements:** I understand that due to COVID-19 regulations, I would have to follow strict guidelines. I understand that I would be required to carry a mask and sanitizer and wear the mask when not riding or with people.

ANY CHANGES, EXCEPTION TO THE ABOVE DOCUMENT ARE SOLELY AT THE DISCRETION OF ASHA OFFICE BEARERS AND WILL BECOME A PART OF THIS DOCUMENT AS ADDENDUMS.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER AND I SIGN IT OF MY OWN FREE WILL.

PRINT NAME : \_\_\_\_\_ Signature : \_\_\_\_\_

Executed in California at \_\_\_\_\_ (place) on \_\_\_\_\_ (date).