

In consideration of the issuance of a license to me by one or more Releasees or the acceptance of my application for entry in the above event, I hereby freely agree to and make the following contractual representations and agreements. I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY THE ORGANIZER OF THIS EVENT, GFNY race name ("GFNY"), Lidia Fluhme, Ulrich Fluhme, GRAN FONDO NEW YORK INC., DEPARTMENT OF TRANSPORTATION AND ANY MUNICIPALITY THROUGH WHICH THE EVENT PASSES, ALL STATE, PROVINCE, CITY, TOWN, COUNTY, AND OTHER GOVERNMENTAL BODIES, AND/OR MUNICIPAL AGENCIES, PEASANT COMMUNITY WHOSE PROPERTY AND/OR PERSONNEL ARE USED AND/OR WHO IN ANY WAY ASSIST IN LOCATIONS IN WHICH THE EVENT OR SEGMENTS OF THE EVENT TAKE PLACE, AND THEIR RESPECTIVE AGENTS, INSURERS, EMPLOYEES, VOLUNTEERS, MEMBERS, CLUBS, OFFICIALS, SPONSORS, EVENT DIRECTORS, LOCAL ASSOCIATIONS, AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL RACES AND ACTIVITIES ENTERED AT THE EVENT, REGARDLESS WHETHER OR NOT LISTED ABOVE. I HAVE READ IT CAREFULLY BEFORE AGREEING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

I ACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN THIS EVENT, whether as a rider, official, coach, mechanic, volunteer, spectator, or otherwise, and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment or materials provided by the event organizer and others, THE RELEASEES' OWN NEGLIGENCE, and weather conditions; and the possibility of serious physical and/ or mental trauma or injury, or death associated with the event. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE the Releasees and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with this event, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deemed to be Releasees), FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE TO THE MAXIMUM EXTENT PERMITTED BY LAW, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the event, or travel to or return from the event. I agree it is my sole responsibility to be familiar with the event course and agenda, the Releasees' rules, and any special regulations for the event and agree to comply with all such rules and regulations. I understand and agree that situations may arise during the event which may be beyond the control of the Releasees, and I must continually ride and otherwise

participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with this event. I will wear a helmet which satisfies the requirements of the Releasees' Racing Rules or Regulations and that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet and any modifications or attachments thereto. I have no physical or medical condition which would endanger myself or others if I participate in this event, or would interfere with my ability to safely participate in this event.

In the event of an injury to me that renders me incapable of making a medical decision, I authorize appropriate GFNY personnel and emergency medical personnel at the event to make emergency medical decisions on my behalf (including, but not limited to first aid, cpr and use of an automated external defibrillator). I authorize GFNY to secure emergency medical care or transportation for me when deemed necessary by GFNY. I further agree to assume all costs of such emergency medical care and transportation.

I understand and agree that the GFNY Anti-Doping Rules and Protocol apply to me and that it is my responsibility to comply with those rules. I agree to submit to drug testing and understand that the use of methods or substances prohibited by the applicable anti-doping rules would make me subject to penalties including, but not limited to disqualification and suspension. I agree that all disputes regarding drug testing or anti-doping rule violations will be resolved exclusively through arbitration.

I understand that GFNY, and/or those authorized by GFNY, will be taking photographs and making audio/video recordings of this event and its related activities. I hereby irrevocably grant GFNY and/or anyone authorized by GFNY, the exclusive right to the ownership and use of any and all photographs and audio/ video recordings containing my image or likeness, for any lawful purpose whatsoever in connection with GFNY.

I understand and agree that GFNY and Gran Fondo New York Inc. may collect or receive my contact information in connection with this event, and use it to administer this agreement and for marketing purposes. I further acknowledge, agree and consent that GFNY and Gran Fondo New York Inc. may share this information with third parties who need access to this information to perform services on GFNY or Gran Fondo New York Inc. behalf.

I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the event. Every term and

provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

GFNY may, in its sole discretion, deny or revoke my entry application at any time and/or to disqualify me from the event. I waive any claim for damages arising from the denial or revocation of an entry application exceeding the amount of the entry fee. GFNY may, in its sole discretion, delay, modify, or cancel the event for any reason. I acknowledge that GFNY has a "no refund" policy and I understand that I am not entitled to any refund of my entry fee or any other costs incurred in connection with my participation in the event.

I attest that I am physically fit and sufficiently trained to participate in all activities associated with the program or events and my participation in such program or events is voluntary. I clicked Accept to agree.