2009 Iceman Cometh Challenge Release Form

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING ICEMAN PROMOTIONS, INC., ITS EMPLOYEES, SPONSORS, AND AFFILIATES (COLLECTIVELY "RELEASEES") FROM LIABILITY. THIS ENTRY BLANK AND RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.

In consideration of 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 cycling is an inherently dangerous sport and fully realize the dangers of participating in a bicycle race and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation, the following: the dangers of collision with pedestrians, vehicles, other racers, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, THE RELEASEES' OWN NEGLIGENCE, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with athletic cycling competition.

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 the sponsors of this event, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, officials, and employees through or by which the events 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, 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 race course, the Releasees' rules, and any regulations for the event. I understand and agree that situations may arise during the race which may be beyond immediate control of the race officials or organizers, and I must continually ride so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my competition equipment. I will compete wearing 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. I have no physical or medical condition which to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in this event.

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 my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any subsequent waiver or modification.

Every term and provision of this agreement 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.

2009 ICEMAN COMETH CHALLENGE PHOTO RELEASE

For valuable consideration received, I hereby give Iceman Promotions, Inc. the irrevocable right and permission with respect to photographs that have been taken of myself, or in which I might be included with others, to use, re-use, and publish the same in whole or in part, individually or in conjunction with other photos for the purpose of promotion, advertising, and trade.

CONSENT AND RELEASE OF PARENT OR GUARDIAN

My Child is fit for the race, and I consent to my Child's participation. I HAVE READ AND I UNDERSTAND THE ATHLETE'S ENTRY FORM AND RELEASE AGREEMENT. In consideration of allowing my Child to participate, I consent to it and agree that ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD, my heirs, legal representatives, and assignees. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY that my Child may allege against the Releasees (including reasonable attorney's fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's participation in the event, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or others. I PROMISE NOT TO SUE RELEASEES on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the Race.

Entrant's Signature	Parent/Guardian Signature	Date
_____	_____	_____
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