



**PARTICIPATION AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK (The "Agreement")**

I, \_\_\_\_\_, certify that I am at least eighteen (18) years of age, and I am electing to participate, voluntarily and of my own free will in the Witches of Delray Ride and other events and activities related to the event.

I am submitting this document to Community Child Care Center of Delray Beach Foundation, Inc. *dba* Achievement Centers for Children & Families Foundation (hereinafter "Achievement Centers Foundation") with the understanding that it will be relied upon to determine whether I am eligible to participate in the Delray Beach Witches Ride event (hereinafter "Ride") to be held Saturday, October 30, 2021 and that I am in good health and there are no special problems associated with my health and/or physical condition that would prevent me from participating in the Ride. I am solely responsible for my personal health and safety, and the personal property I bring with me. I have carefully read this document and the Delray Beach Witches Ride Rules & Regulations description and I will abide by all rules and regulations.

I understand and agree that this document is sufficient in warning that there are certain risks, hazards and dangerous conditions involved in participating in an event such as this that may result in serious injury, including but not limited to permanent disability or death. Hazards and dangerous conditions include, but are not limited to falling, contact with other participants, equipment problems and course conditions (including latent dangerous surface and subsurface conditions). I agree to assume all risks associated with any of the events related to the Ride.

I agree and understand that any and all participants in the Ride are required to assume all risk or participation in the Ride by signing this Agreement. I further agree, therefore, on behalf of myself, my family, representatives, assigns, heirs, administrators, executors, and anyone entitled to act on my behalf to fully and forever release, waive and discharge Achievement Centers Foundation, the City of Delray Beach or their owners, officers, directors, members, managers, employees, related entities, affiliates, guests, sponsors, volunteers, or any person or entity connected, associated or affiliated with the Ride (collectively, hereinafter "Releasees") with regard to any and all loss or damage and injury to persons or property or resulting in death howsoever caused, costs or causes of action arising out of or related to my participation in the Ride (including attorneys' fees) as a result of injuries or damage sustained or incurred by me from whatever cause, including but not limited to anyone's negligence, gross negligence or breach of contract, or otherwise in connection with the Ride. I hereby elect to voluntarily participate in the Ride understanding the risks associated therewith (including without limitation risks arising from weather conditions, traffic, road conditions, riding a bicycle, etc.) all such risks being known and appreciated by me. Further, I hereby assume all risks of loss, damage, and injury that may be sustained while participating in the Ride and hereby indemnify, defend and hold harmless the Releasees in the event of any Claims arising therefrom.

I further hereby (1) authorize a licensed physician and/or other medical care provider to carry out any emergency medical care; (2) authorize any Releasee and /or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed, (3) agree that upon receipt of care by such medical professionals and/or transport to any such medical facility or hospital that the Releasees shall have no further responsibility for me, (4) agree to pay all costs associated with the medical care and related transportation provided to me; and (5) shall indemnify, defend and hold harmless the Releasees from any and all liability and/or claims associated with such medical care and/or related transportation.

Further, I understand and agree that the Ride may be conducted, judged, cancelled, or postponed by Achievement Centers Foundation or Ride affiliates. Further, I understand that my participation in the Ride is subject to my full compliance with all rules and regulations set forth for the Ride, which are available online at [www.witchesofdelray.org](http://www.witchesofdelray.org) and at registration.

In the event of a cancellation or postponement, I understand that my entry fee(s) shall not be returned as provided in the Rules.

In addition to the above, I do hereby freely give Achievement Centers Foundation agents and assignees, full permission and authority to use, publish and display my name, voice and photograph or other likeness for advertising or other related purposes in any media in perpetuity without compensation.

I understand that Achievement Centers Foundation will not obtain insurance for me (meaning medical insurance, disability insurance, or any other type insurance) on my behalf, and that I am fully responsible for obtaining my own insurance, should I desire it. Failure to sign this waiver will automatically disqualify me from participation in the Ride. In the event that any portion of this agreement is held invalid, the remaining portions shall remain in full force and effect. \*\*\*Cell phone use is prohibited during the ride.

The undersigned hereby acknowledges that he/she has read the above and executes this document voluntarily. Furthermore, I have read this waiver in its entirety and agree to its terms.

**PARTICIPANTS MUST BE AT LEAST 18 YEARS OF AGE TO PARTICIPATE. BY SIGNING BELOW, YOU ARE ATTESTING THAT YOU ARE AT LEAST 18 YEARS OF AGE, AND THAT YOU FULLY UNDERSTAND THE CONTENTS OF THIS PARTICIPATION AGREEMENT.**

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

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