



RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ("Agreement") is entered into by the undersigned on the date written below.

ShuttleGuy, LLC ("ShuttleGuy") provides transportation and other support services related to bicycle touring. ShuttleGuy does not organize, promote, approve, or supervise bicycle events. You, the undersigned, have requested that ShuttleGuy provide you with certain bicycle touring support services (the "Services") pursuant to that certain ShuttleGuy, LLC Services Registration related to the 2010 Register's Annual Great Bicycle Ride Across Iowa, also known as RAGBRAI, (the "Event"). In consideration of the Services to be provided to the undersigned by ShuttleGuy, the undersigned, for himself, his personal representatives, heirs, and next of kin hereby agrees as follows:

- ShuttleGuy is Not Event Organizer. The undersigned hereby accepts and acknowledges that ShuttleGuy has not organized the Event and therefore has had and will have no role in selecting, maintaining, supervising, staffing, or approving any element of the Event.
- Health Risks. The undersigned represents and warrants that he or she (i) is in sufficient physical condition to undertake the Event; (ii) has no knowledge of any disability, impairment or ailment that would be detrimental to his or her health, safety, comfort or condition if he or she participates in the Event; (iii) understands that the Event takes place in an environment that may be hazardous and which may present a significant risk of physical harm or even death; (iv) understands there are significant risks associated with participation in the Event, including by way of example the possibility of serious injury or death caused by accident, injury, or exposure to hazards; and (v) understands that ShuttleGuy does not provide emergency health care in the event of an injury or adverse health event related to the Event or otherwise.
- Release and Waiver. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE SHUTTLEGUY OR ANY SUBDIVISION THEREOF, ITS MEMBERS, OFFICERS, AGENTS AND EMPLOYEES, ALL FOR THE PURPOSES HEREIN REFERRED TO AS "RELEASEES," FROM ALL LIABILITY, TO THE UNDERSIGNED, HIS OR HER PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON, VALUABLES, OR OTHER PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT AND/OR THE SERVICES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES).
- Indemnification. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGE, OR COST HE OR SHE MAY INCUR ARISING OUT OF OR RELATED TO THE EVENT WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES).
- Assumption of Risk. THE UNDERSIGNED HEREBY ACCEPTS THE RISK AND ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE EVENT AND SERVICES WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES), AND FURTHERMORE ACKNOWLEDGES, PURSUANT TO THE RECREATIONAL ACTIVITIES STATUTE, WIS. STAT. § 895.525, THAT HE OR SHE HAS A RESPONSIBILITY TO ACT WITHIN THE LIMITS OF HIS OR HER ABILITY, TO HEED ALL WARNINGS REGARDING PARTICIPATION IN THE EVENT, TO MAINTAIN CONTROL OF HIS OR HER PERSON AND ANY APPLICABLE EQUIPMENT OR DEVICES, AND TO REFRAIN FROM ACTING IN ANY MANNER THAT MAY CAUSE OR CONTRIBUTE TO DEATH OR INJURY FOR HIMSELF OR HERSELF OR TO OTHER PERSONS.
- Opportunity to Bargain. The undersigned hereby acknowledges that prior to signing this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, he or she had the opportunity to contact a representative of ShuttleGuy to discuss and/or bargain regarding any of the terms set forth herein.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Name: _____
(Printed)

(Signed)

Date: _____



MINOR RELEASE

I, the minor's parent and/or legal guardian, understand the nature of cycling, the risk of cycling activities on public roads, paths, and facilities open to the public at the time of the Event, and the minor's experience and capabilities, and I believe the minor to be qualified, in good health, and proper physical condition to participate in such Event and to accept and utilize the Services. I hereby release, discharge, covenant not to sue, and agree to indemnify, save, and hold harmless each of the Releasees from all liability, claims, demands, losses, or damage on the minor's account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the Releasees named above, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

Parent/Guardian Signature

Print Name

Date