

*** INDIVIDUAL WAIVER FOR EACH TEAM MEMBER IS REQUIRED FOR EACH PARTICIPANT ***
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United Way of Greater Waterbury Grand Street Prix Trike Race
May 17, 2025
Waiver, Release of Liability and Assumption of Risk Agreement

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

READ THIS DOCUMENT CAREFULLY AND IN ITS ENTIRETY BEFORE PROCEEDING WITH THIS AGREEMENT. SHOULD YOU PROCEED, YOU ARE AGREEING WITH THESE TERMS.

- 1. All participants must be age 18 and over in order to participate in the race.*
- 2. All participants must complete this form and bring proof of identification on race day.*

In consideration of each applicant racer ("Applicant") being permitted to enter into areas of the Grand Steet Prix Trike Race course to which the general public is prohibited from entering ("Restricted Area"), or being permitted to compete, observe, or participate in the Grand Steet Prix Trike Race event being held on May 17, 2025 (the "Event"), the Applicant, for themselves and Applicant's personal representatives, heirs, and assigns, hereby acknowledges and agrees to this Waiver, Release of Liability, Indemnification and Assumption of Risk Agreement ("Agreement"). The Applicant further expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by law in the State of Connecticut and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Each Applicant acknowledges, agrees, and represents that the Applicant has or will immediately upon entering any of such Restricted Areas, and will continuously thereafter, inspect such Restricted Area or Areas. Furthermore, Applicant's participation in the Event constitutes an acknowledgement that Applicant has inspected all Restricted Areas and has reviewed the conditions, requirements and the location of the Event, and that Applicant finds and accepts the same as being safe and reasonably suited for the purpose of Applicant's use. Applicant further agrees and warrants that if at any time Applicant is in or about a Restricted Area or location in which Applicant feels anything to be unsafe or unsuitable, Applicant will immediately advise race officials of such conditions and will leave the Restricted Area(s) and/or withdraw from the Event. Race officials may include, but are not limited to, Betty Bozzuto, Chris Rinaldi, Jake Albert, and Logan Smith. During the Event, the Applicant can contact a race official at 203-757-9855.

Part A: WAIVER, RELEASE FROM LIABILITY, AND INDEMNITY

This Agreement releases United Way of Greater Waterbury and its respective trustees, officers, directors, members of the board of directors, employees, managers, agents, independent contractors, representatives, successors and assigns, the City of Waterbury, the promoters and sponsors of the Event, other participants, operators, and all of their assigns, and respective heirs (collectively and together with United Way of Greater Waterbury, the "Released Parties") from any liability resulting from your participation in the Event. By signing this agreement, the Applicant expressly waives all claims for damages or losses against United Way and the Released Parties which may arise from such Activities, even if they result from negligence.

The Applicant hereby agrees to not sue and further agrees to indemnify, save, and hold harmless the Released Parties from any loss, liability, damage, or cost Applicant may incur due to the presence of Applicant in, upon, or near the Restricted Area or in any way related to the Applicant competing, observing, or participating in the Event, whether caused by the negligence of the Released Parties or otherwise.

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The Applicant agrees that if, despite this Agreement, the Applicant, or any person on the Applicant's behalf, makes any claim against any of the Released Parties falling within the scope of this Agreement, the Applicant will indemnify and hold harmless all of the Released Parties from and against such claim and any associated litigation expenses, attorneys' fees, losses, liabilities damages or other costs any of them may incur.

Part B: ASSUMPTION OF RISK

Applicant fully understands that the Applicant is ENGAGING IN ACTIVITIES THAT INVOLVE RISK OF SERIOUS INJURY, INCLUDING PERMANENT DISABILITY AND DEATH, AND SEVERE SOCIAL AND ECONOMIC LOSSES WHICH MIGHT RESULT NOT ONLY FROM APPLICANT'S INACTION OR NEGLIGENCE BUT BY THE ACTION, INACTION OR NEGLIGENCE OF OTHERS, THE RULES ASSOCIATED WITH THE ACTIVITIES, OR THE CONDITION OF THE PREMISES OR OF ANY EQUIPMENT USED, WHETHER FORESEEABLE OR UNFORESEEABLE. The Applicant accepts personal responsibility for the damages following any such injury, permanent disability or death. The Applicant KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN THOSE ARISING FROM THE NEGLIGENT ACTS OR OMISSIONS OF OTHERS and assumes full responsibility for engaging in the Event.

PLEASE COMPLETE ALL SECTIONS BELOW

DATE: _____

SIGNATURE: _____

PRINTED FULL NAME: _____

TEAM NAME / COMPANY: _____

CELL PHONE: _____

EMAIL: _____

HOME MAILING ADDRESS:

STREET/APARTMENT/FLOOR: _____

CITY, STATE & ZIP CODE: _____

PLEASE RETURN COMPLETED FORM BY WEDNESDAY, MAY 7, 2025 BY EITHER:

Scanning and emailing to TrikeRace@unitedwaygw.org

OR

**Delivering to Betty Bozzuto at the United Way office
123 Bank Street, 3rd Floor, Waterbury, CT 06702**