



LOWER RIO GRANDE VALLEY **ACTIVE PLAN TOUR**

Rails-to-Trails Conservancy Active Plan Tour Release of Liability

I acknowledge and accept that the Active Plan Tour ("Tour") requires physical conditioning, and I represent that I am in sound medical condition able to complete the Tour safely. I have no physical or medical condition that would endanger either myself or others. I agree to wear a helmet and identification bracelet at all times while riding.

I understand that bicycling, kayaking and paddle boarding can be hazardous activities that have many dangers and risks, including injury or death resulting from accident or physical exertion. I understand that these activities involve risk of injury, and that injuries are a common and ordinary occurrence of these activities. I agree, as a consideration of, and in consideration for, being permitted to participate in the Tour, to freely and expressly assume and accept any and all risks related to this event, including the risk of injury or death to the rider and property loss or damage attributable to the negligence of Rails-to-Trails Conservancy ("RTC") or its staff and volunteers.

I acknowledge that this Tour will enter Matamoros, Mexico, located in the state of Tamaulipas. As of August 22, 2018, the state of Tamaulipas is under a level 4 U.S. State Department travel advisory. The City of Brownsville is solely responsible for the planning, supervision and management this portion of the tour. RTC will make transportation available back to the hotel in Brownsville, Texas, for those tour participants who choose not to enter Mexico. More details about State Department Travel Advisories for Mexico can be found at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories/mexico-travel-advisory.html>.

I agree to release the sponsors, partners and promoters of the Tour, including Rails-to-Trails Conservancy (RTC) and other sponsors or affiliated organizations, and their respective agents, directors, officers, volunteers and employees from any and all responsibility or liability for injury, death, loss or damages to my person or property which result, either directly or indirectly, from my participation in the Tour, including any injury, death, loss or damage attributable to the negligent acts or omissions of RTC. I agree not to make a claim or sue RTC or other sponsors, partners, promoters or affiliated organization for any injuries or damages resulting, either directly or indirectly, from my participation in the Tour, including any claim or suit for damages attributable to the negligent acts or omissions of RTC.

I am aware that this is a release of liability and a contract between RTC and myself. I am signing it freely and of my own accord and I recognize and agree that it is binding upon myself, my heirs and assigns. If I am signing it on behalf of any minors I acknowledge that I have full legal authority to do so, and that the binding effect of this contract on the minor as well as on myself.

I hereby grant RTC, or anyone duly authorized by RTC, permission to use and reproduce photographs taken of me during the Tour for any legitimate purposes, including for advertising, trade and editorial purposes, at any time in the future in all media now known or hereafter developed, throughout the world. I also consent to the use of my name in connection with such photographs.

I hereby release, indemnify and hold harmless RTC and its officers, directors, agents, employees and volunteers from any and all claims which may result at any time by reason of the use of my image and

name, including, without limitation, claims of privacy. My heirs, executors, administrators and assigns shall be bound by this consent and release.

RTC retains the right to deny registration to anyone who has previously not complied with Tour rules and decorum.

By signing below I affirm that I have read, understand and agree to all of the items above.

Signature

Date

Printed Name