

RELEASE OF CLAIMS, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

WARNING – READ BEFORE SIGNING

A. IN CONSIDERATION of being permitted to attend and participate in RAGBRAI and similar events (the "Events"), as either a participant or a volunteer, including access to all property encompassing the Events, the UNDERSIGNED for him/herself, his/her personal representatives, assigns, heirs and next of kin ("Releasors") HEREBY RELEASE and FOREVER DISCHARGE Des Moines High Lifers, LLC and its principals, employees, managers, agents, representatives, successors and assigns (collectively, the "Releasees") of and from any and all liability whatsoever for any personal injury, death or property damage arising out of the UNDERSIGNED'S attendance at or participation in the Events, regardless of whether said injury, death or damage is the result of any negligence on the part of any of the Releasees. This Release relinquishes, but is not limited to, any claims, whether present or future, known or unknown, that the UNDERSIGNED might otherwise assert for negligence, breach of contract, violation of any state premises liability laws, or for any economic or non-economic damages against Releasees.

B. THE UNDERSIGNED understands, acknowledges and represents:

1. There are inherent risks of serious physical injury, death and damage associated with attendance at and participation in the Events including, but not limited to injury, death or damage arising from: (a) rugged, uneven or unexpected terrain; (b) conditions of roads and pavement; (c) rain, wind and other weather conditions; (d) natural or man-made conditions or obstacles; (e) other participants, spectators and volunteers; (f) vehicular traffic; (g) lack of proper hydration; and (h) existing medical conditions, whether known or unknown, including the effects of any medication. With full understanding of these risks, the UNDERSIGNED, on behalf of him/herself and all Releasors, voluntarily accepts and assumes all inherent risks associated with the Events.

2. It is the duty and obligation of the UNDERSIGNED to refrain from the consumption of any medication, drugs or alcohol that may impair judgment or affect performance, and to remain alert, aware and vigilant at all times, and to wear protective head and bodygear to lessen the risk or severity of personal injury.

C. The UNDERSIGNED, on behalf of him/herself and all Releasors, agrees to hold Releasees harmless and indemnify Releasees from and against any and all claims, demands, suits, judgments, attorneys' fees, medical expenses, costs and other expenses incurred by or assessed against Releasees arising in any way from the UNDERSIGNED's attendance at or participation in the Events. The UNDERSIGNED covenants and agrees not to sue any of the Releasees for any injury, death or damage sustained as a volunteer or participant in the Events, and further agrees to pay all attorneys' fees and costs incurred by Releasees in connection with any lawsuit which the UNDERSIGNED brings contrary to the terms of this Release. Furthermore, the UNDERSIGNED waives any and all rights of subrogation or liens of any nature that may arise as a result of any medical care or treatment rendered to the UNDERSIGNED due to any personal injury or death sustained as a volunteer or participant in the Events.

D. The UNDERSIGNED further expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Iowa and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue to remain in full force and effect. Further, no oral representations, statements or inducements apart from the foregoing written Agreement have been made by Releasees or shall be relied upon by the UNDERSIGNED.

THE UNDERSIGNED HAS CAREFULLY READ AND VOLUNTARILY SIGNS THIS RELEASE OF CLAIMS, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FOR HIM/HERSELF AND ALL RELEASORS WITH FULL KNOWLEDGE AND ACCEPTANCE OF ITS TERMS AND CONDITIONS.

THE UNDERSIGNED:

Signature: _____

Date: _____

Print Name: _____