

2020 TD Five Boro Bike Tour

New York, NY, USA

Waiver

Acknowledgement, Waiver, Release, Indemnification and Agreement

(For ease of reference, everything from this point through my signature is referred to as the “**Waiver and Release**”. The child whose name is set forth at the end of this Waiver and Release below, if any, is referred to as my “**Child**”.)

In consideration of the acceptance of my (or, if applicable, my Child’s) application for participation in the 2020 TD Five Boro Bike Tour on May 3rd, 2020 (together with all events, riding, programs, transportation, preparation and follow-up activities before, during and after and in connection therewith, the “**Tour**”) by Bike New York, Inc. (“**Bike New York**”), I, the undersigned, agree to the following (and, if applicable, agree to the following on behalf of my Child):

Acknowledgment and Assumption of Risks Involved in Participation

I (and, if applicable, I on behalf of my Child) acknowledge that the Tour contains risks, including but not limited to the risks of falling, collision with other bicyclists, bicycles, motor vehicles, pedestrians or stationary or moving objects, surface hazards, including pot holes and gratings, the conditions of the road or practice surface, equipment failure, inadequate or misused safety equipment, the use of equipment provided by the Tour or others, weather conditions, my (or, if applicable, my Child’s) negligence and the negligence of others. My (or, if applicable, my Child’s) participation is voluntary and done at my (or, if applicable, my Child’s) own risk. I (and, if applicable, I on behalf of my Child) voluntarily assume all risks of loss, damage, death or injury that may be sustained by me (or, if applicable, my Child) while participating in the Tour or directly related to or incidental to the Tour and any activity associated therewith.

I (and, if applicable, I on behalf of my Child) attest that I am (and, if applicable, my Child is) sufficiently trained for participation and completion of the Tour and in excellent health with no mental, physical or medical conditions which would impair, prevent or prohibit me from safely participating in the Tour. I (and, if applicable, I on behalf of my Child) recognize that an event of this nature can be physically demanding. I (and, if applicable, I on behalf of my Child) acknowledge Bike New York’s recommendation that I (or, if applicable, my Child) consult with a physician regarding the advisability of participation in this activity. I (and, if applicable, I on behalf of my Child) agree to not be under the influence of alcohol or any illicit or prescription drugs which would in any way impair ability to participate in the Tour. I (and, if applicable, I on behalf of my Child) acknowledge that serious accidents occasionally occur during the Tour, and that participants in this Tour may sustain mortal or serious injury as a consequence thereof. I (and, if applicable, I on behalf of my Child) acknowledge that situations may arise during the Tour which may be beyond the immediate control of the Tour organizers. Nevertheless, I (and, if applicable, I on behalf of my Child) agree to assume these risks.

Equipment and Helmets

Unless Bike New York otherwise provides, I am responsible for providing a bicycle for use in the Tour (for myself, and if applicable, on behalf of my Child) and for ensuring that such bicycle is in a good mechanical condition. I (and, if applicable, I on behalf of my Child) attest that any equipment (including bicycles) that I (and, if applicable, my Child) will use in the Tour is in good mechanical condition. I (and, if applicable, I on behalf of my Child) acknowledge that bicycle helmets may (but do not always) prevent serious injury, and I agree that I (or, if applicable, my Child) will wear a helmet while participating in the Tour.

Release and Waiver

I (and, if applicable, I on behalf of my Child) hereby unconditionally RELEASE, WAIVE and AGREE NOT TO SUE Bike New York, the City of New York, The New York City Department of Transportation, the City of New York Police Department, the Metropolitan Transportation Authority, TD Bank, N.A., Portage Worldwide Inc, and all other sponsoring or participating entities, governmental agencies, businesses and organizations, and their respective subsidiaries, affiliates, parent companies, and all past, present and future directors, trustees, officers, employees, agents, volunteers, contractors and representatives of the foregoing (collectively, “Releasees”, and each individually, “Releasee”), from all liability and all claims of any kind - including but not limited to for damages, death, personal injury or loss of property - resulting from, arising out of, or connected in any way with, in whole or in part, my (or, if applicable, my Child’s) participation in the Tour, WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES OR OTHERS, to the maximum extent permitted by law. In addition, I (and, if applicable, I on behalf of my Child) waive my (and, if applicable, my Child’s) insurers’ right to make a claim against Releasees based on payments by insurers to me (and, if applicable, my Child and/or on my Child’s behalf) for any reason. I (and, if applicable, I on behalf of my Child) acknowledge this means my insurers have no rights of subrogation against the Releasees. I (and, if applicable, I on behalf of my Child) agree to not initiate, participate in or assist anyone in connection with, any claim, lawsuit, court action or other legal proceeding or demand, whether currently known or unknown, whether anticipated or unanticipated, against Releasees, in connection with the Tour, and I (and, if applicable, I on behalf of my Child) waive any right I (and, if applicable, my Child) may have to do so.

Indemnification

Without limiting the effectiveness in any way of the release provided in this document, I (and, if applicable, I on behalf of my Child) agree to indemnify, hold harmless and reimburse Releasees and their representatives and agents from and for all damages, losses, costs, or expenses (including legal fees) incurred by Releasees or paid by them to any person (including me or my insurers (and, if applicable, my Child and my Child’s insurers)) in respect of any accident, injury (including death), loss, or property damage, however caused, resulting from, arising out of, or otherwise in connection with my (or, if applicable, my Child’s) participation in the Tour.

Medical Treatment and Records

I (and, if applicable, I on behalf of my Child) acknowledge and agree that medical or other services rendered to me (or, if applicable, my Child) by or at the insistence or recommendation of any of the Releasees is not an admission of liability or obligation to provide such services or an agreement to continue to provide any such services, and is not a waiver by any Releasee of any rights. I (and, if applicable, I on behalf of my Child) consent to emergency medical treatment and transportation as medical professionals may deem appropriate in the event I (or, if applicable, my Child) suffers an injury arising out of participation in the Tour. This Waiver and Release extends to any liability arising out of or in any way connected with the medical treatment or transportation provided in the event of such injury. I (and, if applicable, I on behalf of my Child) further acknowledge that if I am (or, if applicable, my Child is) injured I am responsible for my (or, if applicable, my Child’s) medical expenses.

The Rules of the Tour

I (and, if applicable, I on behalf of my Child) agree I (or, if applicable, my Child) will abide by the rules of the Tour, including those established by Bike New York (including, without limitation, that I (or, if applicable, my Child) will ride in the street, ride with traffic and in a straight line, obey traffic laws, signal as required, wear a helmet and refrain from wearing headphones). I (and, if applicable, I on behalf of my Child) agree I (or, if applicable, my Child) will obey the directions of the Bike New York Ride marshals and NYPD Bike Officers and other officials. I (and, if applicable, I on behalf of my Child) agree I (or, if applicable, my Child) will wear the official rider ID kit. I agree that, to the fullest extent permitted by applicable law, the payment submitted in connection with my (or, if applicable, my Child’s) application for participation in the Tour is not refundable, deferrable or transferable under any circumstances, including cancellation of the Tour. Bike New York reserves the right to reject any entry and to disqualify and bar or remove any individual from the Tour. Reasons for this include but are not

limited to: a violation of the rules of the Tour, unsafe conduct, abusive behavior, non-payment of Tour fees, participating without an official rider bib, bike plate or helmet cover, participating with an official rider bib, bike plate or helmet cover assigned to another person, transferring or attempting to transfer an official rider bib, bike plate or helmet cover or to obtain such items from another person, and providing false information on the Tour entry form(s) or to the Tour at any time including during the registration process. I acknowledge (and, if applicable, I on behalf of my Child), acknowledge that individuals disqualified from the Tour may be barred from future Tours and other Bike New York events.

Intellectual Property Rights

I (and, if applicable, I on behalf of my Child) hereby irrevocably grant full permission to Bike New York, TD Bank, N.A., all other sponsoring or participating entities, and each of their affiliates and subsidiaries (collectively, “**Authorized Users**”) to use photographs, videotapes, motion pictures, sound recordings or any other recordings of this Tour, that include my (or, if applicable, my Child’s) name, likeness and/or voice, for legal promotional activity or any other legitimate purpose, in each case without compensation to me (and, if applicable, my Child), and I (and, if applicable, I on behalf of my Child) further irrevocably grant the Authorized Users full permission to perpetually use, edit, reproduce, transmit, distribute, publish, display and/or perform, in whole or in part and without the need for paying a royalty or other compensation, any of those photographs, videotapes, motion pictures, sound or any other recordings of the Tour that include my (or, if applicable, my Child’s) name, likeness, voice, statements and general biographical information (e.g., residence city and state or province) (collectively, “**Authorized Materials**”), singularly or in conjunction with other photographs, videotapes, motion pictures, sound recordings or other recordings (whether from the Tour or otherwise), for advertising, publicity, commercial or any other business purposes without limitation as to time, territory or medium. I (and, if applicable, I on behalf of my Child) hereby waive all rights to review or approve the use of the Authorized Material and I (and, if applicable, I on behalf of my Child) hereby release the Authorized Users from any and all claims and demands arising out of their use of the Authorized Materials, including claims for defamation, violation of rights of privacy or publicity, intrusion, false light, public disclosure of private facts, physical or emotional injury or distress, or any similar claim or cause of action, in tort, contract or otherwise, now or hereafter known in any jurisdiction throughout the world. I (and, if applicable, I on behalf of my Child) represent and warrant that the rights granted to and use of the Authorized Materials as contemplated hereunder do not, and will not, violate any right of, or conflict with or breach any contract with, any person or entity. Further, I (and, if applicable, I on behalf of my Child) hereby consent to the sharing of my first name, last name, gender, and country of origin by Bike New York with the World Association of Cycling Events, solely in connection with my potential or actual participation in the WACE Challenge.

Severability

Should any portion of this Waiver and Release be judicially determined invalid, voidable or unenforceable for any reason, such portion shall be severable from the remaining portions, and such invalidity, voidability or unenforceability shall not affect the validity, effect, enforceability, or the interpretation of the remaining provisions of this Waiver and Release.

Consent and Release of Participant (or, if applicable, Parent or Legal Guardian)

I (and, if applicable, I on behalf of my Child) consent to this Waiver and Release and agree that its terms shall bind me (and, if applicable, my Child and any other parent or legal guardian of my Child) and my (and, if applicable, my Child’s and any other parent or legal guardian of my Child’s) heirs, executors, administrators, legal representatives and assignees. I (and, if applicable, I on behalf of my Child) acknowledge that this is an important legal document in which I (and, if applicable, I on behalf of my Child and any other parent or legal guardian of my Child) give up legal rights and remedies I (and, if applicable, my Child and any other parent or legal guardian of my Child) would otherwise have and this document applies to all activities at the Tour, regardless of whether specifically listed above or not. I hereby state that I am authorized to make this decision (and, if applicable, make this decision on behalf of my Child and any other parent or legal guardian of my Child).

I (and, if applicable, I on behalf of my Child) hereby warrant that I (and, if applicable, I on behalf of my Child) have read and understand this Waiver and Release carefully, completely understand its terms and conditions, acknowledge that I (and, if applicable, I on behalf of my Child) intend for my signature to serve as confirmation of my (and, if applicable, my Child's) complete and unconditional acceptance of these terms, conditions and provisions. I warrant that I am at least eighteen (18) years of age or older if I am signing on behalf of myself.

NAME: _____

DATE: _____

SIGNATURE: _____

NAME OF MY CHILD: _____