

RELEASE, WAIVER AND ASSUMPTION OF ALL RISKS

I, _____, of legal age, residing at _____, and after subscribing under oath, depose and say:

1. I am a cyclist intending to join the following event/s organized by **AUDAX RANDONNEURS PHILIPPINES** on the mentioned dates, as follows:
 - 1.1. _____ Date: _____
 - 1.2. _____ Date: _____.
2. I acknowledge that I am physically and mentally fit to join the aforementioned ride/s.
3. I am voluntarily participating in this event with the knowledge of the numerous risks and dangers involved including but not limited to: traffic-related accidents (whether head-on or from the rear) that can lead to physical injuries or death; climatic conditions including excessive heat, fires, humidity, or heavy rainfall or flooding, illness, injury, insect bites, food poisoning, animal attacks or criminal attacks, physical exertion for which I am not prepared; forces of nature; travel, whether in civilized or remote area by foot or on bicycle or other form of active or adventure travel; consumption of alcoholic beverages or narcotics; civil unrest; terrorism; breakdown of equipment; accident or illness without access to means of rapid evacuation of availability of medical supplies or services; the adequacy of medical attention obtained or provided; or negligence on the part of **AUDAX RANDONNEURS PHILIPPINES, CPSP EVENTS MANAGEMENT, Carmela Patricia S. Pearson, David's Salon Inc.**, the assigned volunteers and the rest of the support crew (hereinafter referred to collectively as "**AUDAX RANDONNEURS PHILIPPINES**").
4. I agree to follow all written and verbal rules of safety presented to me by **AUDAX RANDONNEURS PHILIPPINES** and the general traffic rules in the Republic of the Philippines. I acknowledge that the enjoyment and excitement of this event are derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I recognize and accept the absence, and will not at any time expect the presence of any marshalls along the entire route, as well as recognize and accept the possibility of bodily harm or death due to either: (1)

being bumped by or bumping into motor vehicles along the entire route; or (2) falling into ditches, ravines, canals, boulders, posts, trees and other similar road features, whether or not by my fault or negligence. IN THESE INSTANCES, I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA, OR DEATH THAT MAY OCCUR ON THE OCCASION OF THE EVENT I AM PARTICIPATING IN.

5. I acknowledge that the condition of all **AUDAX RANDONNEURS PHILIPPINES** rides is based upon the participants executing this Release, Waiver and Assumption of All Risks. Therefore, as lawful consideration for being permitted to participate in this event, I hereby **RELEASE AND DISCHARGE AUDAX RANDONNEURS PHILIPPINES** FROM AND AGAINST ANY AND ALL CIVIL AND CRIMINAL LIABILITY ARISING FROM MY PARTICIPATION IN THIS EVENT.
6. I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me, my heirs, successors, assigns and legal representatives, it being my intention to fully assume all the risks of this event and to release **AUDAX RANDONNEURS PHILIPPINES** from any and all liabilities to the maximum extent permitted by law.
7. I understand that **AUDAX RANDONNEURS PHILIPPINES** reserves the right to take photographic or film records of any part of the ride and hereby agree that **AUDAX RANDONNEURS PHILIPPINES** shall own any intellectual property rights in such photographic or film records and may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom **AUDAX RANDONNEURS PHILIPPINES** may engage in joint marketing, without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by **AUDAX RANDONNEURS PHILIPPINES** to them.
8. Finally, I have secured and paid for event insurance in participating in this event. As it were, I hereby consent and agree that said insurance coverage shall be fully answerable for any fatal or non-fatal injuries that I may sustain to the extent of the coverage thereof, and that I hereby release, waive and keep **AUDAX RANDONNEURS PHILIPPINES** free and harmless

from any and all financial, civil and criminal liabilities arising from or connected with said fatal or non-fatal injuries.

9. I understand and agree to all the above and sign this release of liability willingly in the presence of two (2) witnesses, both of whom will attest that I understood the contents hereof and that I executed the same as a free and voluntary act and will. In the event that any representation or signature herein has been secured by fraud, force, mistake, negligence or undue influence, the same shall be taken against me for all legal purposes and shall not be used to nullify the waivers set forth herein.

AFFIANT, FURTHER SAYETH NAUGHT.

Affiant

Witnesses:

REPUBLIC OF THE PHILIPPINES)
_____) S S.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2023, affiant exhibiting to me his _____ dated _____.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2023.