



## Cycling

### In Person – Participant Waiver/Agreement

Saturday, November 5, 2022

I agree to participate in the Camp Boggy Creek Challenge Ride (this “Event”) to help raise awareness and funds to support the non-profit mission of The Boggy Creek Gang, Inc. (“Camp Boggy Creek”).

I understand that while **training for and/or participating in this Event**, I will be using public streets and facilities where many hazards exist and I am aware of and appreciate the risks that may result. I am also aware that accidents may occur during this Event or during the training for this Event, which could result in serious injury or death.

I agree that I am at least 18 years of age and I am voluntarily participating in this Event and in the training for this Event with knowledge of the dangers involved and I agree to accept all risks of injury or death. In consideration for being permitted to participate in this Event to support Camp Boggy Creek, I agree to assume all risks and to release, hold harmless and covenant not to sue Camp Boggy Creek, its directors, officers, employees, agents, representatives, contractors, volunteers, supporters, members and donors, including, but not limited to, Camp Boggy Creek, Event volunteers, team members or captain(s), and any designated beneficiaries, sponsors, officials, participating clubs, communities, organizations, and other friends and supporters of this Event, and all other government or public entities including, but not limited to, the Florida Department of Transportation, Lake County Fire Station #77 and the Lake County Board of County Commissioners, its commissioners, officers, agents and employees, affiliated organizations and all their respective directors, officers, employees, agents, and members (collectively, "the Releases"), from any losses, claims, demands, causes of action, or liabilities for death, bodily injury or property damage that I may have, or which may hereafter accrue to me, arising from, or in any manner connected with, or as a result of, my participation in and training for this Event, whether caused by negligence or carelessness of the Releases or otherwise, from dangerous or defective property or equipment owned, maintained or controlled by them, or because of the possible liability without fault (collectively, the “Claims”).

I intend by this Waiver and Release to waive, in advance, my rights and to discharge all the Releasees from all Claims even though that Claim may arise from negligence or carelessness on the part of the Releasees. I understand and agree that this Waiver and Release is binding on my heirs, assigns and legal representatives. I am physically capable of training for and completing this Event. If I am aware of or under treatment for any physical infirmity, ailment or illness, my medical care provider knows of and has approved my training for and participation in this Event. I will maintain personal health insurance while training for and participating in this Event.

## COVID-19 SAFETY INFORMATION:

The health and safety of all who support Camp Boggy Creek and the Event is of utmost importance. Because COVID-19 is extremely contagious and is spread by person-to-person contact, Camp Boggy Creek has put in place measures recognized by health and governmental authority to increase prevention and reduce the spread of COVID-19. However, Camp Boggy Creek cannot guarantee that its Participants, volunteers, partners, or others in attendance at Event or any other event or activity will avoid becoming infected with COVID-19.

I acknowledge and agree that while attending the Event, I shall comply with all Event procedures and COVID 19 protocols including but not limited to, adhering to health certification measures, self-monitoring, social distancing, and wearing a facemask per Centers for Disease Control and Prevention (CDC) recommendations for non-vaccinated individuals. I understand that I may choose not to wear a mask only if I have been fully vaccinated.

## CERTIFICATION OF HEALTH AND COVID-19 RELATED CIRCUMSTANCES:

By signing this document, as a Participant, or as an “attendee”, in some other capacity, the undersigned hereby certifies that on the date signed below, as well as on the date of the Event registration, and on the date of the Event, each of the following statements are, or will be at such time, true and correct as to my health and COVID-19 related circumstances; but if not, I understand that I am, or will not then be, eligible to participate in or attend the Event.

1. I do not currently have, nor in the past fourteen (14) days experienced any symptoms defined by the Centers for Disease Control and Prevention associated with COVID-19, including fever, chills, cough, sore throat, congestion, shortness of breath, muscle or body aches, headache, nausea or vomiting, diarrhea, or new loss of taste or smell.
2. I have not traveled in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19.
3. I have not been exposed to a confirmed or suspected case of COVID-19, nor have I been diagnosed with COVID-19 and not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for my treatment; or
4. I am not waiting on COVID-19 test results

**DUTY TO SELF-MONITOR HEALTH:** By signing this document, I, the undersigned, as Participant, “attendee” or who is otherwise involved in the Event in some other capacity, agrees to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, I agree to contact **Lisa Hicks at Camp Boggy Creek at 352-483-4124**, if I experience symptoms of COVID-19 within 10 days after attending or participating in the Event or any other event and/or activity involving Charity.

**ASSUMPTION OF HEALTH RISKS.** I acknowledge and understand the following:

1. I derive personal satisfaction and a benefit by virtue of my participation, support and/or voluntarism with Charity, and I willingly engage in the Event or any other event and/or activity involving Charity.
2. My participation in the Event or such other events or activities includes possible exposure to certain health risks and illness from infectious diseases, including but not limited, to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.

3. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID- 19, even if arising from the negligence or fault of Charity and/or Releasee.
4. I hereby knowingly assume the health risks and risk of injury, harm and loss associated with The Ride or any other event and/or activity involving Charity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death, even if arising from the negligence or fault of the Released Parties.
5. If I experience any of these or any other symptoms during the Event or any other event and/or activity involving Charity, I will discontinue my participation immediately and seek appropriate medical attention.

**MEDICAL ACKNOWLEDGMENT AND RELEASE OF TREATMENT CLAIMS.**

I DO HEREBY RELEASE AND FOREVER DISCHARGE CAMP BOGGY CREEK FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE EVENT OR OTHER EVENT OR ACTIVITY INVOLVING CAMP BOGGY CREEK.

**RELEASE FOR PHOTOS/VIDEOS/MEDIA:** I understand that my name, photograph, voice or likeness may be used by Camp Boggy Creek and its sponsors, beneficiaries, licensees, and affiliates. I authorize the release of any photos, videos or film taken by Camp Boggy Creek, its agents, staff and volunteers for the promotion of Camp Boggy Creek, SeriousFun Children's Network, Inc., their respective affiliates and the parties permitted by them (collectively, the "Recipients"). I agree to allow Camp Boggy Creek, its assignees and licensees, the exclusive right to use and reproduce any artwork, stories, photos or other similarly related items without limitation or reservation.

This information may be used in newspapers, magazines, television or any other media for the promotion of Camp Boggy Creek without liability on the part of Camp Boggy Creek, its staff, volunteers, agents and the media. I consent to and authorize, in advance, such use and waive all rights of intellectual property and privacy I have in connection therewith, and I understand that I will not benefit financially from any use thereof.

I acknowledge that I, and I alone, am entirely responsible for my personal safety, health, and any necessary treatment and care, and the protection, maintenance and security of any personal property I bring with me. I understand that all donations processed by Camp Boggy Creek are non-refundable and non-transferable even if I don't participate in this Event.

I have carefully read this Waiver and Release and fully understand its contents. I am at least 18 years of age and I am aware that by giving this Waiver and Release, I am waiving legal rights, and with full knowledge of this, I give it of my own free will.

This Release and Agreement is effective when signed by Participant(s) or when the on-line registration for the Event is completed.

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Participant's Signature:

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Date:

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Participant's Printed Name: