



All participants are required to review and accept the following waiver:

In consideration of your acceptance of my application for participation in the TD Bank Five Boro Bike Tour on Sunday, May 6, 2012, I, the undersigned, for myself, my heirs, executors, administrators and assigns, waive and release any and all claims for damages, death, personal injury or loss of property I may have or which may accrue to me as a result of my participation in the TD Bank Five Boro Bike Tour. I, the undersigned, discharge and release Bike New York, Inc., the City of New York, The New York City Department of Transportation, the Metropolitan Transportation Authority, TD Bank, N.A., and all other sponsoring agencies, governmental entities, businesses and organizations, and their respective agents, boards, trustees, directors, officers, subsidiaries, affiliates, parent companies, commissions and any other involved municipalities, and employees and representatives of the foregoing, from all liability arising out of or connected in any way with my participation in this event, whether or not caused by the negligence of any of the above parties. I acknowledge that the TD Bank Five Boro Bike Tour contains risks, including the risks of falling, collision with other bicyclists, motor vehicles or stationary objects, and the conditions of the road. My participation is voluntary and done at my own risk. I voluntarily assume all risks of loss, damage or injury that may be sustained while participating in this event. I attest that I am sufficiently trained for the completion of this event. I recognize that an event of this nature can be physically demanding. I acknowledge the sponsor's recommendation that I consult with a physician regarding the advisability of my participation in this activity. I understand and agree that medical or other services rendered to me by or at the insistence of any of the above parties is not an admission of liability to provide or to continue to provide any such services, and is not a waiver by any of said parties of any right hereunder. I understand that serious accidents occasionally occur during the TD Bank Five Boro Bike Tour, and that participants in this event may sustain mortal or serious injury as a consequence thereof. Nevertheless, I agree to assume these risks and to release and hold harmless all of the persons mentioned above who might otherwise be liable to me for damages. I grant to the TD Bank Five Boro Bike Tour Physician Medical Director and his designee access to my medical records and physicians relating to the medical care that may be administered to me as a result of my participation in the TD Bank Five Boro Bike Tour. I attest that the equipment that I will use in this event is in good mechanical condition. I UNDERSTAND THAT BICYCLE HELMETS CAN PREVENT SERIOUS INJURY AND I AGREE TO WEAR ONE WHILE PARTICIPATING IN THIS EVENT. I agree to wear the 2012 rider vest to identify myself as a registered participant. I agree to abide by the rules of the event as established by the promoting organization, and to obey the directions of the officials. I hereby grant full permission to Bike New York, Inc. to use photographs, videotapes, motion pictures or any other record of this event, including my name, likeness and voice, for any legitimate purpose. I hereby acknowledge and agree that, to the fullest extent permitted by applicable law, the payment submitted in connection with my application for participation in the event is not refundable under any circumstances, including cancellation of the event through no fault of Bike New York, Inc. 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: violation of the aforementioned rules of the Tour, unsafe conduct, abusive behavior, nonpayment of Tour fees, participating without an official vest and number, participating with an official vest or number assigned to another person, transferring or attempting to transfer an official vest or number or to obtain such items from another person, and providing false information on the Tour entry form. Individuals disqualified from the Tour may be barred from future Tours and other Bike New York events. I have read and understand everything written above, and I voluntarily sign this agreement.

SIGNATURE OF PARTICIPANT: _____

NAME: _____
(PLEASE PRINT CLEARLY)

DATE: _____

RETURN this completed form by mail to:
Go 'n Groove, 14761 SW 84th Court, Palmetto Bay, FL 33158-1074
or email to kansleo@goandgroove.com

KEEP A COPY FOR YOUR RECORDS