

**AGREEMENT, WAIVER &
RELEASE OF LIABILITY**

**RAGBRAI™ XXXVII
July 19-25, 2009
The Des Moines Register**

EACH ENTRANT MUST SIGN AN INDIVIDUAL WAIVER. FAXED WAIVERS WILL NOT BE ACCEPTED.

This form may be photocopied, however, faxed signed waivers will not be accepted.

I, the undersigned, know and understand that RAGBRAI and its related events involve potentially hazardous or dangerous activities and conditions. I attend RAGBRAI and all related events out of my own free will and choice. In choosing to attend RAGBRAI and any related events, I fully accept and assume all risks, whether before, during or after RAGBRAI and its related events. These include, without limitation, physical injury, mental injury, emotional distress, trauma, sickness, illness, death, contact with other participants, equipment failure, inadequate safety equipment, the effects of weather including extreme temperature or conditions, traffic, contact with motor vehicles of all types and descriptions, collision with other riders or fixed objects, the conditions of and/or design and other defects in the road and facilities, camping, negligence of others and participating in events, including those along the route. I am aware that the risk of injury or death is always present in biking and RAGBRAI's attendant events and that this risk cannot be eliminated by RAGBRAI organizers, sponsors, and the government and private entities that host or assist in the RAGBRAI events. I know and accept that biking and road accidents may result from the failure for any reason (including negligence) of RAGBRAI organizers, sponsors, and the government and private entities that host or assist in the RAGBRAI events to correctly determine the conditions and safety of the road, surface, route or weather or to predict where or when an accident might occur. All risks are known appreciated and assumed by me and I waive any and all specific notice of the existence of them and further waive the obligation, if any, that any other person or entity has to advise or warn me of them. I assume liability for and agree to pay my own medical and emergency expenses in the event of injury, illness, or other incapacity regardless of whether I authorized such expenses. I authorize the use and release of personal and medical information in connection with any medical services provided to me.

I realize that RAGBRAI events require physical conditioning. I represent that I am in sound medical condition capable of participating in the RAGBRAI events without risk to myself or others. I have no medical impediment that would endanger others or me. I understand that a situation may arise during RAGBRAI and related events that may be beyond the control of the sponsors, promoters, organizers, government and private entities that host or assist in the RAGBRAI events or others, or may arise from negligence by them, and accept and assume all risks of participation and/or attendance. I will be solely responsible for the condition and adequacy of my bicycle, safety gear and equipment. I will ride safely within the limits of my own abilities, my equipment and the riding conditions and in a manner that does not endanger others or me.

Knowing these facts and in consideration of my entry acceptance, admission to and/or participation in RAGBRAI and its related events, I for myself, spouse, children, heirs, next of kin, assigns and anyone acting on my behalf, release, waive, discharge, covenant not to sue and agree to hold The Des Moines Register and Tribune Company and its parent company, subsidiaries and affiliated entities; RAGBRAI sponsors and participating clubs, communities and organizations; RAGBRAI officials, emergency and support personnel, volunteers and their representatives; official Friends of RAGBRAI; persons and

entities matters such as route selection, design or maintenance, risk management, safety and first aid; all property owners, law enforcement agencies and governmental or public entities, including without limitation the State of Iowa, its counties, cities and special districts; and the officers, directors, employees, representatives, agents, and successors of all of the above, harmless from any and all claims, demands and actions of any and every kind I have, may have or may hereafter accrue against the released parties directly or indirectly arising out of or relating in any respect to my attending or participating in RAGBRAI and its related events. My waiver and release of all claims, demands, actions and liabilities shall include without limitation, any personal injury, accident, illness or death and any property damage or loss that may be: (a) caused by any act, or failure to act, by the aboveidentified persons and entities, including without limitation, their negligence, errors, omissions, failure to enforce rules, and conditions of the routes and/or event premises, and/or (b) sustained by me before, during or after RAGBRAI and its related events. I acknowledge that I am signing this agreement freely and voluntarily, and intend by my signature for this to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further acknowledge that no representations, promises, statements or inducements have been made to me other than as set forth in this document. I will abide by all RAGBRAI rules and regulations. I understand that my name, address, photograph, voice and/or likeness may be used in promotional or advertising materials of or by The Des Moines Register and Tribune Company, and its licensees. I consent to such uses and waive any rights of privacy or publicity I may have in connection with those uses. I also waive any privacy rights that may result from disclosure of information about me, including without limitation, in connection with provision of any medical services by RAGBRAI sponsors and organizations. I further agree to indemnify and hold the parties released above harmless from any and all losses, damages, injuries, claims and expenses, including attorneys' fees, arising from or relating in any respect to my attendance and/or participation in RAGBRAI and/or its related events or my breach of this agreement. If I am a minor, my parent or guardian also is signing on my behalf. We both agree to be bound by the terms of this agreement, waiver and release. We understand that no modifications or amendments to the standard Entry Form and the standard language of this waiver and release shall be binding unless they are accepted in a separate writing signed by the President of The Des Moines Register and Tribune Company.

If special arrangements are required for individuals with disabilities to complete and submit this form or if translation to another language is required, please contact T. J. Juskiewicz at The Des Moines Register, 715 Locust Street, PO Box 622, Des Moines, Iowa 50306-0622 no later than March 7, 2008. The Register will take those steps reasonably available to accommodate your request.

Si arreglos especiales son requeridos por personas incapacitadas para completar o someter este documento o si se requiere su traduccion a otra lengua, notifiquese T. J. Juskiewicz en El Des Moines Register, 715 Locust Street, PO Box 622, Des Moines, Iowa, 50306-0622 antes de 7 del Marzo, 2008. El Register tomara las medidas razonablemente disponibles para acomodar su solicitud.

I (the previously-named entrant on the Individual Entry Form) HAVE READ THIS AGREEMENT, WAIVER AND RELEASE, UNDERSTAND IT AND VOLUNTARILY AGREE TO AND ACCEPT ITS TERMS. I UNDERSTAND I AM GIVING UP SUBSTANTIAL RIGHTS. (SUBMIT SIGNED ORIGINAL; FAXED OR PHOTOCOPIED SIGNATURE WILL NOT BE ACCEPTED.)

Printed Name _____

Date Signed _____

Unique ID
First 4 letters Last Name, then
First 2 letters First Name then
DOB (MMDDYYYY)

Signature Of Participant _____

Signature Of Parent If Entrant Is Under 18 _____

**ALL PAPER APPLICATIONS MUST BE OR POSTMARKED NO LATER THAN FEBRUARY 13, 2009
(ONLINE ENTRIES MUST BE POSTMARKED NO LATER THAN APRIL 1, 2009)
MAIL TO: RAGBRAI Fees, PO Box 622, Des Moines, IA 50306-0622**

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**C.U.B.S. Emergency Medical Information & Disclaimer
Ragbrai '2009**

Please note that C.U.B.S. is only a name of our entire group for the purpose of organizing our ride across Iowa. There is no indemnification against injury, theft, or personal loss. We will of course make every reasonable effort to transport both you and your belongings in a safe and proper manner, but you must acknowledge that you are aware of the risks of injury owing to your personal actions, and loss due to unexpected accidents to your personal belongings and equipment.

The medical information below **MUST** be completed and returned **prior to Dec 15, 2008 (for priority registrants or Jan 15' 2009 for 'open registrants)** to Jerry Turry, 6644 N. Trumbull Ave. Lincolnwood, IL 60712. **Failure to timely complete and return this form will prevent you from participating in RAGBRAI as part of C.U.B.S. The information you have provided will be held in strict confidence and shared only with our team's physicians or during an emergency, if necessary.**

Please Print or Type

Name: _____ Sex: _____ Date of Birth _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: () _____ Work Phone: () _____ Mobile() _____

Physician Name: _____ Physician's Phone: () _____

In case of injury/illness notify: _____ Relationship: _____

Phone during day: () _____ Eve Phone: () _____

Email: _____

Medical Insurance Co: _____ Policy #: _____

Automobile Insurance Co: _____ Policy #: _____

Describe any health problems which should be made know to medical staff in the event you are rendered unconscious. (Use back if necessary)

I have read the above disclaimer and have provided accurate information. I understand that my registration fees paid to Ragbrai '2009 is what provides emergency medical attention and medical transport during the event should I become ill or injured. Please be aware that you cannot rely on Ragbrai's medical coverage. It only provides secondary coverage and limits coverage to injuries occurring to registered riders only when on the Ragbrai route.

Date: _____ Signature: _____

Chicago Urban Bicycling Society

Membership Hold Harmless Agreement and Release

In consideration of the opportunity to become a member of the Chicago Urban Bicycling Society (C.U.B.S.) and participant and/or participation in any trips, events, lessons, races, biking sports and non-sport activities of the C.U.B.S., I for myself and my heirs, assigns, executors, and administrators, hereby agree that C.U.B.S. and its officers, directors, trip or event leaders, instructors, assistants, agents, representatives, and members shall not be liable, jointly or severally, for any injuries to my person or property. I also agree to indemnify and hold harmless the parties from and against any and all actions, claims, demands, liability, loss, damage and expense of any kind, including attorney's fees, arising from such claims.

I understand that as a participant, signed up for a particular event, I am aware and familiar with the ordinary and extraordinary hazardous risks involved in trips, events, lessons, races, or other sport and non-sport activities, and I understand that I am assuming those risks.

I agree to abide by the Chicago Urban Bicycling Society By-Laws and Constitution. I understand that the club's membership list cannot be used for any purpose other than in the course of club-related business, without express written consent by the club's board of directors. There is a charge, set by the board, to rent the club's membership list for business purposes.

___ I am 21 years of age or older, will only engage in activities in which I am physically fit to participate, and have read and agree to, and understand, the sign-up policies, procedures and release.

Dated _____ Signature _____

Print Name _____

IF A MINOR:

_____ (, (parent or guardian) _____ of _____ state that the above named MINOR will only engage in activities in which he/she is physically fit to participate, that I am taking full responsibility for said MINOR, and have read and agree to, and understand, the Membership Agreement and release.

Dated _____ Signature _____

Print Name _____

CUBS Drivers License & Auto Insurance Card Form

Goes Here

All CUBS members 25 years and up will be assigned to drive our shuttle bus at least once during our ride. This usually occurs between the hours of 4 PM & 10 PM at our overnight stops. We spread this task out so that everyone is able to visit the various venues in these towns. If you have a medical or other reason that you cannot drive, you should email jerry@turry.net.

Otherwise, place your currently valid drivers license AND your auto insurance card (it doesn't matter if it will expire before Ragbrai. You can send an update later.) on this page and then make a Xerox copy. You keep your originals. Send me the Xerox copy and make sure it is on ONE page.