

# Signed Waivers

## Participant Information

**Name:** Kelly Berg  
**Email:** koberg1968@comcast.net  
**Address:** 58 North Main St., Apt 3, Rutland, Vermont, 5701, United States  
**Confirmation Number:** G2xTA

## Event Information

**Event Name:** Vermont Overland (Bike)  
**Event Date:** August 24, 2025  
**Event Location:** Brownsville, Vermont, United States  
**Sub-Event:** Overland (bike) – Men

## Signed Waiver Terms

### Movemint Waiver

In consideration of you accepting this entry, I, the participant, intending to be legally bound do hereby waive and forever release any and all rights and claims for damages or injuries that I may have against the Event Director, Movemint, and all of their agents assisting with the event, sponsors and their representatives, volunteers and employees for any and all injuries to me or my personal property. This release includes all injuries and/or damages suffered by me before, during or after the event. I recognize, intend and understand that this release is binding on my heirs, executors, administrators, or assignees.

I know that participating in an event is a potentially hazardous activity. I should not enter unless I am medically able to do so and properly trained. I assume all risks associated with participating in this event including, but not limited to: falls, contact with other participants, the effects of weather, traffic, and course conditions, and waive any and all claims which I might have based on any of those and other risks typically found in participating in this type of event. I acknowledge all such risks are known and understood by me. I agree to abide by all decisions of any race official relative to my ability to safely complete the event. I certify as a material condition to my being permitted to enter this race that I am physically fit and sufficiently trained for the completion of this event and that a licensed Medical Doctor has verified my physical condition.

In the event of an illness, injury or medical emergency arising during the event I hereby authorize and give my consent to the Event Director to secure from any accredited hospital, clinic and/ or physician any treatment deemed necessary for my immediate care. I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medications, treatment and hospitalization.

As it applies to my participation in this race, I agree to abide by the Center for Disease Control (CDC)'s recommendations for the prevention of the spread of COVID-19 and attest to having read the CDC's guidance at:

<https://www.cdc.gov/>. I also agree to abide by any COVID-19 distancing and other safety guidelines issued by the state, the community or by this race for my participation in this race.

Further, I grant permission to all the foregoing to use my name, voice and images of myself in any photographs, motion pictures, results, publications or any other print, videographic or electronic recording of this event for legitimate purposes.

This event follows the standard athletic event industry policy: All entry fees are non-refundable. We reserve the right to postpone or cancel the event due to circumstances beyond our control such as a natural disaster or emergency or as required to protect the safety of participants and staff. No refunds will be issued under these circumstances. We reserve the right to change the details of the event without prior notice. I understand that my entry fee is nonrefundable and bib numbers are non transferable.

By submitting this entry, I acknowledge (or a parent or adult guardian for all children under 18 years) having read and agreed to the above release and waiver including the no refund policy.

### **Signature Confirmation**

**Participant Name:** Kelly Berg

**Waiver:** Movemint Waiver

**Date Signed:** January 01, 2025 at 02:06 PM UTC

# Event Waiver

## VERMONT OVERLAND, L.L.C. RIDER/RUNNER ENTRY FORM

### RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of Vermont Overland, L.L.C. allowing me to participate in this Event, and all activities related to or connected with this event, including travel to and from this event (collectively this "Event"), whether as a rider, runner, official, coach, mechanic, volunteer, spectator, or otherwise, I, for myself, my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree as follows:

**Assumption of Risk.** I am aware that cycling, running, and participation in this Event, involves inherent risks and dangers to myself and my property, including, but not limited to, collision with pedestrians, vehicles, other participants, animals, fixed or moving objects, imperfect course conditions; steep and twisty descents; surface hazards, including potholes; equipment failure; inadequate safety equipment; use of equipment or materials provided to me by others; man-made and natural jumps; sickness or disease (including communicable disease); and adverse weather conditions. I fully acknowledge that participating in this Event is an extreme test of a person's physical and mental limits and involves the risk of serious personal injury, death, economic losses, or property damage. By signing this form, I voluntarily assume all risks of participation in this Event, including injury, death, or any other losses, from any cause whatsoever that may result from any of my actions, inactions, or negligence, and from the actions, inactions, or negligence of any other persons.

**Release of Liability.** I hereby forever Release, Hold Harmless, and Forever Discharge Vermont Overland, L.L.C., its owners, employees, agents, and servants, organizers, and all other persons and entities providing assistance and support to this Event, including all volunteers, independent contractors, members, clubs, officials, event directors, local associations, affiliates, sponsors, organizers, property owners, law enforcement agencies, local governments, and other public entities, connected with this Event, and each of their respective officers, agents, employees, and volunteers (collectively, "Releasees") from any liability, losses, claims, demands, or rights or causes of action of any kind that may in any way arise from any loss, damage, injury, or death to my person or property, from any cause whatsoever, related to my participation in this Event, including any and all claims of negligence of Releasees resulting from my participation in this Event.

**Covenant Not to Sue and Indemnity Agreement.** I agree that I will not make any claim against Releasees for any injury, damage, death, or any other losses arising from or in any way related to my participation in the Event. I understand that if I attempt to sue Releasees in violation of this Agreement, Releasees may seek to recover all their costs, including legal fees. I agree to Indemnify, Hold Harmless, and Defend Releasees from and against any actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness, and liabilities of every kind, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by me or any other person in any way connected to, related to, or arising out of my participation in the Event.

**Health.** I represent that I am in good health and proper physical condition to participate in this Event safely. I acknowledge that it is my sole responsibility to make such a determination and that I am responsible for my well-being at all times while participating in an Event. If I suffer any injury related to or arising from this Event, I consent to the release of my name and medical information by any third party to Releasees and their insurance carriers.

**Laws; Rules; Regulations; Equipment.** I agree to be familiar with and to abide by the rules and regulations established for this Event. I also agree that I am subject to, and shall obey all Local, State, and Federal laws governing participation in this Event, including all Vermont laws pertaining to the safe movement of bicyclists, runners, pedestrians, and motor vehicles. I agree that I will also abide by the competitive rules, regulations, policies,

and Code of Conduct adopted by Vermont Overland, L.L.C., as amended from time to time, and published at [www.vermontoverland.com](http://www.vermontoverland.com). I agree that I will be familiar with the Event course in advance of my participation in this Event. I agree that I will exercise my best judgment while participating in this Event, to prevent injury to myself and others. I agree that I will thoroughly inspect and maintain my equipment, including my bicycle and related components, before participating in this Event, and accept full responsibility for the condition and adequacy of my equipment and any equipment provided by others for my use. When cycling, I will wear an adequate helmet, and I assume all responsibility for the selection of such a helmet.

Use of Information. I understand that Vermont Overland, L.L.C. may collect and receive my contact information in connection with this Agreement and use it to administer this Agreement and for marketing purposes. I further acknowledge, agree, and consent that (a) Vermont Overland, L.L.C., and its designees may share this information with third parties who may require access to this information to perform services on Vermont Overland, L.L.C.'s behalf, (b) Vermont Overland, L.L.C. may also share this information with select marketing partners, and (c) Vermont Overland, L.L.C. and its select marketing partners may use this information to contact me with information and offers believed to be of interest to me.

Media Grant. I irrevocably grant and license to Vermont Overland, L.L.C. and its affiliates, the right to capture and use my image, likeness, name, voice, comments or other proprietary or public rights in any broadcast, telecast, photograph, video, or audio sound recording taken in connection with an Event, without compensation, for all purposes, including any commercial use so long as such use does not imply my endorsement of any company, product or service.

Governing Law; Jurisdiction; Severability. This agreement shall be governed by and construed under the laws of the State of Vermont, without regard to its choice of law rules. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the Federal Court located in Burlington, Vermont, or State Court, located in Windsor County. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement or invalidate or render unenforceable any other provision in any other jurisdiction.

For event participant: I, the participant, have read and fully understand all the above and agree to be bound by this Assumption of Risk, Release of Liability, Covenant Not to Sue, Indemnification Agreement, and Media Grant. I also acknowledge that I may be signing this agreement electronically through [www.BikeReg.com/overland](http://www.BikeReg.com/overland) or [www.vermontoverland.com](http://www.vermontoverland.com).

#### VERMONT OVERLAND CODE OF CONDUCT:

I, the Vermont Overland participant, hereby understand and agree to follow, enact, and abide by the following Rider Code of Conduct.

Community first: Events don't happen without community. I agree to give back, be friendly, and put the communities I ride through first.

Don't be lame: The number one rule of gravel and running. I recognize that over everything else, this is meant to be FUN. I won't yell at other riders or runners, I won't take myself too seriously, and in the vaguest of senses, I won't be lame.

Respect the roads, land, trails, and their owners: Every single one of us is blessed to be able to ride or run on Vermont gravel roads, trails, and in some cases, private land. I agree to treat these roads, trails, land and their

owners with the highest level of respect. I'll wave, smile, and say THANK YOU at every opportunity.

Ride/Run within control: Vermont gravel and trails can be gnarly. Really gnarly, steep, twisty, and unpredictable. I agree to always ride or run 100% within my control, even when faced with group ride peer pressure and the elusive downhill KOM. Vermont Overland events are won on the climbs, not the descents.

Never litter. Ever: Never ever, ever. Take the extra 5 seconds and put your empty Untapped Maple packet back in your pocket to dispose at the finish line. We all enjoy the beauty of these pristine roads, so let's keep them that way.

Give horses the right of way: Cyclists and runners are not the only people who enjoy the Vermont gravel roads. Vermont Overland routes and courses wind through a large community of horse owners, riders, and enthusiasts. When I approach a horse, I agree to stop, speak out loud so the horse and rider knows I'm there, and give them the right of way. Always.

COVID Safe: I agree to know and follow all state and local guidelines regarding COVID-19 which are present at the time of any given event I participate in.

Leave the place you ride better than you found it: It's our duty as cyclists, runners, outdoor enthusiasts, and humans to treat each other and our place in the world with respect. Let's leave this place better than we found it.

## Signature Confirmation

**Participant Name:** Kelly Berg

**Waiver:** Event Waiver

**Date Signed:** January 01, 2025 at 02:06 PM UTC

*This document certifies that Kelly Berg has digitally signed the following waiver agreement(s) for Vermont Overland (Bike): Movemint Waiver, Event Waiver.*

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