

Signed Waivers

Participant Information

Name: james kern
Email: jhkern@hotmail.com
Address: 500 jupiter ter, santa cruz, California, 95065, United States
Confirmation Number: QLPNx

Event Information

Event Name: The 2025 Bay Ride IS SOLD OUT!
Event Date: September 13, 2025
Event Location: San Francisco, California, United States
Sub-Event: The 2025 Bay Ride (135mi)

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: james kern

Waiver: Movemint Waiver

Date Signed: August 21, 2025 at 02:57 AM UTC

Event Waiver

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

("Agreement")

IN CONSIDERATION of being permitted to participate in any way in LiveTheBay ("Club") sponsored Bicycling Activities ("Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Bicycling Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that (a) BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club, its respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS. And, I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

By my signature below I acknowledge that my signature also indicates that no information has been altered

or changed from the original of this form. If any information HAS been changed or altered this form will be null and void.

Signature Confirmation

Participant Name: james kern

Waiver: Event Waiver

Date Signed: August 21, 2025 at 02:57 AM UTC

This document certifies that james kern has digitally signed the following waiver agreement(s) for The 2025 Bay Ride IS SOLD OUT!: Movemint Waiver, Event Waiver.

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