# **Signed Waivers**

### **Participant Information**

Name: Heather Benning

**Email:** benningh5@gmail.com

Zlu6F

Address: 120 6th Avenue, Grinnell, Iowa, 50112, United States

Confirmation

Number:

## **Event Information**

**Event Name:** Kalona Horseshoe

Event Date: May 10, 2025

Event Location: Kalona, Iowa, United States

**Sub-Event:** Lunch & Shirt

### **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: Heather Benning
Waiver: Movemint Waiver

**Date Signed:** December 13, 2024 at 02:16 PM UTC

#### **Event Waiver**

Statement of Risks: I, the undersigned, acknowledge the risks of participating in the Iowa Gravel Series and all races associated with the series (hereinafter "the Race"). These risks include, but are not limited to, bodily injury or death to myself or others and exposure to legal liability for bodily injury to other persons or for damage to the moving objects; the negligence of myself, other riders, sponsors, promoters, motor vehicle operators, pedestrians, spectators or other inadequate safety equipment, precautions or arrangements and weather conditions, among other risks, hazards, and causes.

Acknowledgements, Representations and Warranties: I, the undersigned, acknowledge that I am solely responsible for identifying and evaluating the risks of participating in the Race. I further acknowledge that the foregoing Statement of Risks is strictly by example. It is not intended to be, and is not, a full or comprehensive enumeration and explanation of risks. I have not relied upon the Statement of Risks to assess my exposures to bodily injury, property damage or legal liability. To the contrary, I represent and warrant that I have independently and fully investigated, and informed myself of, the risks of participation in the Race and of my obligations in connection with it. To the extent that my knowledge or assessment of the risks and obligations of participation are inaccurate or incomplete, it is because the investigation for which I am solely responsible was insufficient. I further acknowledge that the Race requires physical conditioning for which I alone am responsible. I represent and warrant that I am in physical condition appropriate to the captioned event and that I have no physical or mental conditions that would endanger myself or others. I acknowledge that there is risk of damage to my equipment, including but not limited to my bicycle, and that I alone am responsible for any loss or damage to my equipment. I finally represent and warrant that my bicycle is in good mechanical condition and is appropriate for the Race.

Acceptance of Rules and Conditions: I acknowledge and agree to abide by the rules, policies, and conditions of participation promulgated by the Race organizers, but not limited to, those relating to the wearing of a helmet, Safe Sport for junior athletes, adhering to directions from ride officials and clearly showing ride number plates.

Acceptance of Risk, Release, and Hold Harmless: In consideration of being permitted to participate in the Race, and for myself, any spouse, child or other dependent, personal representative or other person who may make a claim in my name or on my behalf (the Releasors): (a) I hereby assume all and every risk involved in or arising from the event and/or my participation therein; (b) I hereby release, acquit, and forever discharge from all and every claim for bodily injury, property damage, contribution and/or legal liability of any kind or nature whatsoever, the Race organizers, the State of Iowa, local County and municipal entities, any sponsor or promoter of the Race, all affiliated organizations and the principals, officers, employees, or other agents of any of them (the Releasees); and (c) I hereby agree to defend, indemnify, and hold harmless the Releasees from and against any and all claims, demands, causes of action, suits, damages, settlements, costs or expenses (including reasonable attorneys' fees) arising from or as an alleged result of my negligence or other acts or omissions in connection with the Race. I acknowledge and declare that it is my intention as Releasor, and the intention of the Releasees, that no person, natural or legal, have a claim against any Releasee for any bodily injury, property damage or legal liability which I may sustain, cause or incur, and/or which may arise from my participation in the Race. I understand, acknowledge, and agree that the preceding terms of this Acceptance of Risk, Release, and Hold Harmless clause encompass any and all claims which do or could relate to or arise from existing or even unforeseen public health threats, including but not limited to those related to COVID-19 or other coronavirus infections; and I assume full responsibility to take every necessary and appropriate measure to ensure the health and safety of myself and other participants.

No Benefit to Third Parties: No person, natural or legal, other than the designated Releasees, is or shall be released from liability to me or to other Releasors in the event that I sustain any bodily injury, including death, or property damage, or that I incur any legal liability for health care, rehabilitation expense, and the like. In executing this Application, I do not waive, compromise or otherwise impair any right or claim that I may have under law, contract or otherwise for benefits or insurance coverages of any kind.

Modifications: No provision of this Application may be modified or waived by or for any person.

Severability: To the extent that any provision of this Application may be held unenforceable for any reason, the balance shall remain in full force and effect.

Governing Law: The terms and conditions of this Application shall be governed by the substantive law of the State of Iowa.

### **Signature Confirmation**

Participant Name: Heather Benning Waiver: Event Waiver

**Date Signed:** December 13, 2024 at 02:16 PM UTC

This document certifies that Heather Benning has digitally signed the following waiver agreement(s) for Kalona Horseshoe: Movemint Waiver, Event Waiver.

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