2023 Pontotoc Pursuit Registration Form and Waiver of Liability

| | Official | Use | Only |
|-----|----------|-----|------|
| 3ib | # | | |

| Contact Information: | | | | | |
|---|---|--|------------------------------|--|--|
| Name: | | | | | |
| First | Middle | Last | Suffix | | |
| Mailing address: | | | | | |
| Street | City | State | ZIP | | |
| Physical address: | | | | | |
| Street | City | State | ZIP | | |
| Daytime phone no.: () | | Cell phone no.: () | | | |
| Birth date: | Gender: □ Male □ | Female | | | |
| Email: | | | | | |
| EMERGENCY CONTACT | NFORMATION . | | | | |
| Name: | | | | | |
| First | Middle | Last | Suffix | | |
| Relationship: | Cell phone no.: () | | | | |
| <u>EVENTS</u> | | | | | |
| ☐ 8-mile tour | ☐ 30-mile tour | ☐ 44-mile tour | ☐ 77-mile tour | | |
| If you are riding the 77-mile tour instead. | tour and reach the Tupelo Tra | ivel Stop after 10:30 a.m., you will i | need to complete the 44-mile | | |
| ENTRY FEE (Make checks | s/money orders payable to th | ne Chickasaw Foundation) | | | |
| Registration on race day, S Family (up to six riders; imr | nediate family only – no shirts ember must complete a registr | will be provided): \$50 | | | |
| • | the first 100 people who registe | er. | | | |
| • | ☐ Medium ☐ Large ☐ X | | | | |
| MAIVED | | | | | |

WAIVER

To participate in any capacity in the Pontotoc Pursuit, hereinafter referred to as "Pursuit," operated by the Chickasaw Nation and Chickasaw Foundation, hereinafter referred to as "Foundation," at Wintersmith Park, at 1700 Wintersmith Drive in Ada, Oklahoma, the undersigned acknowledges, understands and agrees that:

- 1. While bicycling is an outstanding recreational sport, it also involves risk. Some of these risks include but are not limited to: traveling on or crossing heavily traveled roads, winding roads, steep descents, potholes, accidents, unexpected moves of another rider, physical exertion, fatigue, flat tires, and motorists. Ride terrain, pace, and distance may vary from the written or verbal description.
- 2. The risk of injuries from activities involved in the Pursuit is significant, including the potential for permanent paralysis and death. While particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury and death does exist.
- 3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, and assume all and full responsibility for my participation. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any hazard during my presence or participation, I will refrain from participation.

- 4. The Chickasaw Nation and Foundation recommend the wearing of helmets during the Pursuit. I hold the Chickasaw Nation and Foundation each harmless for any injury resulting from my failure to wear a helmet or improper wearing of a helmet.
- 5. I, for myself, and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE AND HOLD HARMLESS the Chickasaw Nation and Foundation, and each of them their officers, agents, owners, employees, volunteers, lessors, other participants, sponsoring agencies, sponsors, advertisers (releases), for the Pursuit WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE CHICKASAW NATION OR FOUNDATION OR OTHER ENTITIES AND THEIR REPRESENTATIVES STATED HEREIN.
- 6. I warrant that I am competent to ride safely and that my bicycle and equipment are in safe working condition. I agree to obey all traffic laws and to practice safety and courtesy when cycling.
- 7. I understand that all persons will be responsible for carrying insurance, including a sports injury policy (medical).

I HAVE READ THIS WAIVER/RELEASE OF LIABILITY/ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, HAVE CONSULTED AN ATTORNEY OR WAIVED SUCH RIGHTS, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNING IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Nothing contained in this agreement shall be construed to waive the sovereign rights of the Chickasaw Nation, its officers,

| employees, or agents. | | |
|---|----------|--|
| Participant signature | Date | |
| Parent/legal guardian signature if under 18 years | Date | |

Mail to: Chickasaw Foundation Post Office Box 1726 Ada, Oklahoma 74821-1726

Hand-deliver to: Chickasaw Foundation David Stout Building 520 East Arlington, Building B Ada, Oklahoma

Payment may be made by cash, check, money order, or online at Chickasaw.net/pontotocpursuit

If you have any questions, please contact the Chickasaw Foundation office at (580) 421-9030.