

**ASSUMPTION OF RISK, INDEMNIFICATION, WAIVER, AND RELEASE OF LIABILITY
FOR THE 2011 SUB-5 CENTURY FOR PARKINSON'S EVENT**

Please allow me to enter the Sub-5 Century for Parkinson's event on Sunday, September 11, 2011.

In consideration of payment of the registration fee required and of allowing me to participate in the Sub-5 Century for Parkinson's event, I agree to the following contractual representations and agreements:

1. I will assume sole liability for any and all damage or loss to personal property and injury to myself or other persons as a result of my participation in the Sub-5 Century for Parkinson's event. I will reimburse the Paul Ruby Foundation and/or the Turin Bicycling Society for any attorney fees, court costs, or other expenses either incurs as a result of allowing me to participate in the Sub-5 Century for Parkinson's event or in bringing action to enforce the terms of this agreement.

ASSUMPTION OF RISK

2. I acknowledge that bicycling is inherently dangerous. I fully realize, understand, acknowledge and accept that there are serious risks and damages, including risks not known to me nor reasonably foreseeable at this time, of participating in the Sub-5 Century for Parkinson's event and I FULLY ASSUME THE RISKS ASSOCIATED WITH MY PARTICIPATION IN THE EVENT including, by way of example, and not limitation, the following: the dangers of collision with pedestrians, vehicles, other cyclists, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, and weather conditions; and the possibility of serious physical and/or mental trauma or injury, including permanent disability, death, and severe social and economic losses associated with my participation in the Sub-5 Century for Parkinson's event.
3. I have not been advised by any doctor or medical professional that I should not engage in physical activity, I believe my physical condition enables me to safely participate in the Sub-5 Century for Parkinson's event, and I FULLY ASSUME THE RISKS TO MY HEALTH ASSOCIATED WITH my participation in the Sub-5 Century for Parkinson's event. I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in the Sub-5 Century for Parkinson's event, or would interfere with my ability to do so.
4. I agree it is my sole responsibility to be familiar with the bicycle(s) and/or event equipment, its use, features, and operation, even though the Paul Ruby Foundation and/or the Turin Bicycling Society may assist me in developing my familiarity with the bicycle(s) and/or event equipment. I understand and agree that situations may arise during my participation in the Sub-5 Century for Parkinson's event which may be beyond the control of the Paul Ruby Foundation and/or the Turin Bicycling Society, and I must continually participate or cease participating in the Sub-5 Century for Parkinson's event so as to neither endanger myself nor others.
5. Whenever riding a bicycle at the Sub-5 Century for Parkinson's event, I will wear a helmet which meets ANSI or Snell standards and that can protect against serious head injury, and assume all responsibility and liability for the selection and fitting of such a helmet.

WAIVER AND RELEASE OF LIABILITY

6. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors"), I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, PROMISE NOT TO SUE, AND INDEMNIFY the Paul Ruby Foundation, the Turin Bicycling Society, Northwestern Memorial Foundation, Teva Neuroscience, PowerPax, Foreman Tool, Northwestern Memorial Hospital, Hampshire High School, Cardinal Printing, and their respective employees, agents, officers, directors, suppliers, and volunteers (collectively herein, "the Releasees"), FROM ANY and all rights and CLAIMS which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in the Sub-5 Century for Parkinson's event.
7. I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert any claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the Paul Ruby Foundation and/or the Turin Bicycling Society in defending such claim, unless the Paul Ruby Foundation and/or the Turin Bicycling Society is finally judged liable on such claim for willful and wanton negligence.

INDEMNIFICATION

8. I further agree to indemnify and hold the Paul Ruby Foundation and/or the Turin Bicycling Society free and harmless (including for cost of defense including reasonable attorney's fees incurred for attorneys of the Paul Ruby Foundation's and/or the Turin Bicycling Society's choosing) from any and all claims, causes of action, liabilities or damages which may be asserted against the Paul Ruby Foundation and/or the Turin Bicycling Society by third parties for injuries to themselves or to others or otherwise incurred in connection with, arising from, or related to my participation in the Sub-5 Century for Parkinson's event.

MISCELLANEOUS

9. This Agreement has been entered into and shall be performed within the boundaries of Kane County, Illinois and shall be construed according to the laws of the State of Illinois and enforceable in the circuit court of said county.
10. In the event any provision of this Agreement is declared void, unenforceable or against public policy, such provision or portion thereof shall be deemed severable and severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

ADDITIONAL CONDITIONS AND TERMS

Entrants are bound by the following terms and conditions:

11. In addition to the \$50 pre-registration fee, participants have the option to seek individual sponsor donations for their participation in the Sub-5 Century Challenge. These donations may be made in part by the entrant, their family members, friends and work colleagues etc. Upon registering, each participant agrees to the creation of a "Personal Fund-Raising Page" to assist them in this endeavor. The page may be viewed by anyone with Internet access, and is created irrespective of whether the recipient intends to campaign for donations. Donations and pledges can continue to be received through October 31st, 2011.

12. Except for the purchase price of the bike jersey all monies donated, including the \$50 pre-registration fee and additional sponsor contributions, are deductible to the full extent allowed by law as a donation to the Paul Ruby Foundation, a registered 501(c)(3) non-profit, tax-exempt organization.
13. There are no refunds for whatever the reason. The ride shall be held rain or shine.
14. Riders must pick up their packets no later than 6:30 AM on the day of the event (September 11th 2011) and should be prepared to present a photo ID as proof of their identity.
15. In the case that a registered rider is unable to participate all registration fees, including the \$50 pre-registration fee and any sponsor contributions on behalf of the rider, shall be considered a donation to the Paul Ruby Foundation.
16. Substitute riders will be considered at the discretion of the organizers. A registered rider must advise and provide details of a substitute no later than 6 PM on the day prior to the ride. The information provided must include the name, address and emergency contact information of the substitute rider.
17. The organizers reserve the right to eject an individual from the roster. In the case that the organizers exercise this right, all registration fees paid on behalf of the individual and his/her sponsors shall be refunded.
18. Unless there is a written agreement in place between a participant and the organizers prior to the ride day each participant agrees to allow the organizers the non-exclusive use of any photographic images taken of them, either individually or as a member of a group, while participating in the Sub-5 Century event. At the organizer's discretion such images may be posted to the Internet or included in any printed materials to promote either the Paul Ruby Foundation or the Sub-5 Century Challenge ride.

CAUTION: THIS IS A LEGALLY BINDING DOCUMENT. READ BEFORE SIGNING.

Signature _____ Date _____

Name (printed) _____ Age _____

Mail address _____

E-mail Address _____ Phone _____