BEER BIKE 2013 PARTICIPATION AGREEMENT
INCLUDING ASSUMPTION OF RISK AND RELEASE FROM LIABILITY
STUDENT PARTICIPANT WAIVER

I, ______________________, desire to participate in BEER BIKE 2013 (the "Activity"), at Rice University (the "University"), and, in consideration of being allowed to participate in the Activity, I hereby acknowledge and agree as follows:

1. I am fully informed or otherwise aware of, and fully assume, all risks to person or property in connection with my participation in the Activity, including, but not limited to, damage and loss of property, bodily injuries, medical treatment and death. I am in good physical and mental health and do not have any physical or mental conditions, which could affect my ability to participate in the Activity. I have medical insurance coverage appropriate for my participation in the Activity and have provided evidence of such insurance coverage and emergency contact information to the University. The University shall not provide any insurance for me in connection with my participation in the Activity.

2. I fully and forever RELEASE, WAIVE AND DISCHARGE and COVENANT NOT TO SUE, the University (including, but not limited to, its trustees, employees and representatives), from any and all demands, claims, actions, suits, damages, losses, liabilities, costs and expenses arising, directly or indirectly, in connection with my participation in the Activity from any cause whatsoever (including, but not limited to, damage or loss of property, bodily injuries, medical treatment and death), whether or not foreseeable or contributed to by the negligent acts or omissions of the University or others.

3. I shall INDEMNIFY AND HOLD HARMLESS the University (including, but not limited to, its trustees, employees and representatives) for and from any and all demands, claims, actions, suits, damages, losses, liabilities, cost and expenses arising, directly or indirectly, as a result of my intentional or negligent acts or omissions from any cause whatsoever (including, but not limited to, damage and loss of property, bodily injury, medical treatment and death), whether or not foreseeable or contributed to by the negligent act of omissions of the University or others.

4. I shall fully comply with all applicable laws, University policies and Activity rules and regulations while participating in the Activity. I agree that, as a participant, I will not operate a bicycle or serve as a member of a pit crew while under the influence of alcohol or any substance that may impair my mental and/or physical capabilities. Rice Program Council reserves the right to require participants to submit to a breathalyzer test in order to confirm a BAC under .001. If my participation in the Activity is at any time deemed detrimental to the Activity or any other participants, as determined by the University in its sole discretion, I understand that (i) I may be expelled from the Activity without the University incurring any liability, (ii) I may incur liability to the University under this Agreement, and (iii) I may be subject to further disciplinary action by the University.

5. This Agreement constitutes the entire agreement, and supersedes any prior or contemporaneous agreements, understandings or negotiations, with respect to the subject matter hereof. This Agreement (i) may not be amended or modified, by course of conduct or otherwise, and (ii) may not be assigned or transferred, in whole or in part, except in writing duly executed by the University and me. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to the conflicts or choice of law principles thereof, and shall be as broad and inclusive as permitted by such laws. In the event a court of competent jurisdiction shall hold any provision of this Agreement unenforceable, such unenforceability shall not affect any other provision, and this Agreement shall be construed as if such provision, to the extent of such unenforceability, had not been incorporated herein.

6. I (i) have read and fully understand this Agreement, (ii) intend that this Agreement be legally binding upon and enforceable against me and my family members, estate, heirs and legal representatives, (iii) intend that this Agreement inure to the benefit of the University, and (iv) confirm that I am at least eighteen years of age, fully competent, and entering into this Agreement voluntarily of my own judgment.

IN WITNESS WHEREOF, I have duly executed and delivered this Agreement as of ________________, 2013.

Signature: ___________________________ College/Dept: ___________________________
Print Name: __________________________ Position (circle all that apply): Biker Chugger Pit Crew
Race: Men’s Women’s Coordinator Alternate Photographer