

United Way of Southington

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Event: Southington Apple Harvest Festival/United Way of Southington Adult Tricycle Race,
United We Ride: A Tricycle Race for Good

Date: Saturday, October 3, 2026 (Rain Date: October 10, 2026)

Location: Main Street, Southington, Connecticut

PLEASE READ CAREFULLY

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

I, the undersigned participant, acknowledge and agree as follows:

1. Voluntary Participation

I am voluntarily choosing to participate in the United Way of Southington Adult Tricycle Race (the "Event"). I understand the Event involves the use of adult tricycles on a public street course and may include turns, obstacles, uneven surfaces, or other variables that could create hazards.

2. Assumption of Risks

I acknowledge that participation in the Event carries inherent risks, including but not limited to: falls, collisions, contact with other participants or objects, mechanical failures, weather conditions, uneven or slippery surfaces, and the actions or omissions of others. These risks could result in personal injury, property damage, or death. I understand and accept these risks and voluntarily assume full responsibility for any injury, loss, or damage I may sustain in connection with the Event.

3. Release and Waiver of Liability

In consideration of being permitted to participate in the Event, I, for myself and my heirs, executors, administrators, and assigns, hereby release and discharge the **Town of Southington** and **United Way of Southington**, , their respective officers, directors, employees, volunteers, agents, sponsors, and affiliates (collectively, the "Released Parties") from any and all claims, liabilities, demands, actions, or causes of action whatsoever, whether in law or in equity, arising out of or related to my participation in the Event, including but not limited to claims of negligence (except for claims resulting from recklessness or willful misconduct).

4. Indemnification

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees)

arising out of or in connection with my participation in the Event, including any claim brought by a third party.

6. Rules and Conduct

I agree to abide by all Event rules and instructions provided by Event organizers, volunteers, or officials. I understand that failure to do so may result in my removal from the Event without refund.

7. Severability

If any portion of this document is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to its conflict of law provisions. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts of the State of Connecticut.

I HAVE READ THIS ASSUMPTION OF RISK AND RELEASE OF LIABILITY, UNDERSTAND ITS TERMS, AND AGREE TO BE BOUND BY THEM. I AM AT LEAST 18 YEARS OF AGE.

Name (Print): _____

Signature: _____

Date: _____