

**RELEASE & WAIVER OF LIABILITY**

As a participant in the (CASA Cycling Challenge) (“Event”), being held on the premises of Subaru of Indiana Automotive, Inc., (“SIA”), I verify that I have read, understand, and accept the terms of this Release & Waiver of Liability.

I understand that use of SIA’s premises and participation in the Event, involves risks and dangers of serious bodily injury, including permanent disability, paralysis, death, and property damage (“Risks”), which Risks may be caused by my own actions or inactions, the actions or inactions of other participants, volunteers, or spectators at the Event, the conditions in which the Event takes place, or the negligence of SIA. I fully accept and assume such Risks and all responsibility for losses, costs, and damages I incur as a result of participation in the Event.

I hereby release and forever discharge and hold harmless SIA and its parent and affiliated companies (including but not limited to Subaru Corporation, Subaru of America, Inc. and Subaru Forwarding, Inc.), subsidiaries, Event volunteers, Event sponsors, employees, instructors, agents, associates, officers, directors, successors and assigns (collectively referred to herein as “SIA”) from any and all liability, loss, claims, costs, attorneys’ fees, expenses, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my participation in the Event. I understand that this Release discharges SIA from any liability or claim that I may have against SIA with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Event, whether caused by the negligence of SIA or its affiliates, directors, officers, sponsors, employees, agents, or otherwise. I understand that SIA does not assume any responsibility for or obligation to provide financial or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness. I agree to defend, indemnify and hold harmless SIA from loss, liability damage, or cost they may incur due to my presence at the Event, whether caused by the negligence of SIA or otherwise.

I hereby release and forever discharge SIA from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Event. I understand that, except as otherwise agreed to by SIA in writing, SIA does not carry or maintain health, medical, or disability insurance coverage for any participant, volunteer, and/or spectator.

I grant and convey unto SIA all right, title, and interest in any and all photographic images and video or audio recordings made by SIA during the Event at SIA, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

I understand that the following items are absolutely not permitted at the Event: alcohol, tobacco products, illegal drugs, and firearms.

I recognize that participation in the Event includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While rules and precautions may reduce this risk, I understand that the risks include but are not limited to serious and potentially life-threatening illness, long-term health effects, and even death. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL OF THE PROVISIONS CONTAINED IN THIS RELEASE & WAIVER OF LIABILITY, AND THAT I HAVE FREELY AND VOLUNTARILY CHOSEN TO AGREE TO THE SAME. I FULLY UNDERSTAND THAT THIS IS A FULL AND COMPLETE CONSENT AND RELEASE OF ANY AND ALL CLAIMS AGAINST SIA AS A PARTICIPANT IN THE EVENT.**

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
City, State, ZIP

SIA Associate:     Yes     No

**ONLY COMPLETE SECTION BELOW IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF EIGHTEEN (18). I, THE PARENT OR GUARDIAN OF THE ABOVE-NAMED PARTICIPANT ACKNOWLEDGE THAT I HAVE REVIEWED, UNDERSTAND, AND AGREE TO ALL OF THE PROVISIONS CONTAINED IN THIS RELEASE & WAIVER OF LIABILITY, AND HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE MINOR.**

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date