LIABILITY WAIVER AND RELEASE

Beaver Island Brewing Co. 216 6th Ave S St. Cloud, MN 56301 (320) 253-5709 beaverislandbrew.com



In consideration of my registration and participation in a Bikes Beer Burritos event, class or daily ride, by my electronic signature, I hereby acknowledge and agree to the following, which includes a release of liability, which will apply to my registration and participation in all Bikes Beer Burritos events, classes and daily rides, including any such activities (individually an "EVENT," and collectively "EVENTS") provided by Beaver Island Brewing Company, and/or others, including without limitation: officers, investors, agents, successors and assigns, employees, sponsors, ride leader(s), and volunteers (collectively "Beaver Island"):

- 1. I understand there are certain risks associated with bicycle riding, including without limitation the risk of serious personal injury or death, and I expressly agree to assume these risks. Furthermore, I understand the route chosen may be challenging, and that weather, road or traffic conditions may make this ride more difficult. I warrant that I am in proper physical condition to participate in this EVENT, that I am a sufficiently competent cyclist to handle the road conditions, and that my bicycle is in safe operating condition.
- 2. I understand wearing a helmet that meets the CPSC, SNELL, ASTM or ANSI bicycle safety standards can minimize head injuries which may occur in a cycling accident, and that Beaver Island requires all riders to wear helmets. I agree to wear a helmet while participating in EVENTS and to follow the rules of the road and all applicable laws and safe bicycling practices. It is my sole responsibility to ensure that my helmet meets CPSC, SNELL, ASTM or ANSI standards and to wear my helmet while participating in EVENTS.
- 3. I authorize emergency medical treatment for myself and I accept full responsibility for all medical expenses incurred as a result of my registration and participation in all EVENTS.
- 4. I permit Beaver Island to use my image in future EVENT materials should it appear in photos taken during any EVENT.
- 5. I understand Beaver Island reserves the right to remove any registered and participating rider from this EVENT if said rider is deemed by an authorized agent to be endangering him/herself, other participants, or is riding illegally as defined by Minnesota state traffic law. Notwithstanding this clause, Beaver Island is not responsible for cyclists removed from the EVENT for these or any other reason(s) and this clause shall in no way supersede, exempt participants from or otherwise nullify any other clause in this release agreement.
- 6. I understand that I have been advised not to pack any valuables or breakable items, and that Beaver Island is not responsible for any lost, stolen or damaged items.
- 7. I understand Beaver Island is not responsible for any delay, interruption or other failure to perform, and may cancel any EVENT in the case of a circumstance beyond its reasonable control. Beaver Island will be the sole decision maker as to what, if any, refund or accommodation will be made in the event of cancellation of an EVENT. It is possible an EVENT will be cancelled without any refund or accommodation.
- 8. I pledge to ride safely and courteously, and obey all vehicle traffic laws while riding all EVENTS.
- 9. I understand any legal action that may arise from my registration and participation in this EVENT will be handled in the state of Minnesota according to Minnesota state law.
- 10. I understand this Waiver is valid for one year from the date and timestamp upon electronic submission.