

2019 Fantasy In Lights Bicycle Night Waiver

I, the undersigned, am participating at my own risk, which I voluntarily assume, in the 2019 Fantasy In Lights Bicycle Ride on November 10, 2019. In consideration of the fee paid by me, and in full recognition of the risks involved with such equipment and structure, which risks I voluntarily assume, I, the undersigned, hereby release Callaway Gardens Resort, Inc. and The Ida Cason Callaway Foundation™, and their agents, servants, and employees, officers and directors and agree to hold them harmless from any and all liability, claims, damages, actions, and causes of action whatsoever, for loss, damage, or injury to person, including death, and whether sustained by myself, my spouse, my parents, my child or children, or property, regardless of how arising, and however caused including but not limited to all kinds and degrees or extent of negligence (except willful or wanton negligence or misconduct) which Callaway Gardens Resort, Inc., The Ida Cason Callaway Foundation, and/or its employees may commit or be charged with, whether consisting of omission or commission, whether separately or concurrently with someone else, and sustained by me, or u s, my spouse, my parents, my child or children, in connection, directly or indirectly, with the use of the recreational equipment, facilities and/or grounds. This release shall be binding upon me, my heirs, next of kin, and legal representative. I further agree that I am personally liable and responsible for paying any claims which may arise as a result of participation in Callaway Gardens activities, including, but not limited to any claims for personal injury, any claims for property damage to any equipment or to other property, any claims for loss of equipment or loss of use of any equipment, any claims for diminution in value of any equipment, any claims for the cost of repairing or replacing any equipment or any other claims of any kind or nature which may arise from the use of an y equipment while in my possession. I further authorize Callaway Gardens Resort, Inc. to bill any such charges or costs to my credit card or to my account as Callaway Gardens Resort, Inc. deems appropriate. I further acknowledge that I have been given the opportunity to participate in these activities and that I have been advised that I can decline to participate in these activities if I wish. I am not now, nor will I be under the influence of any alcohol or any chemical substance during the activities. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of the state of Georgia. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims that I may bring against the Callaway Gardens Resort, Inc. or the Ida Cason Callaway Foundation, Inc. shall be submitted to the jurisdiction of the courts of Harris County, Georgia and that no claims against Callaway Gardens Resort, Inc. or the Ida Cason Callaway Foundation, Inc. shall be brought in any other jurisdiction. I acknowledge the activities are unguided, and I will abide by all Callaway Gardens' personnel and their instructions. Should I prove unwilling or unable to follow the safety rules while undertaking Callaway Gardens Activities, I acknowledge that Callaway Gardens has the right to and may immediately end my participation in any of the activities. I acknowledge that I am required to wear approved safety equipment while participating in Callaway Gardens Activities. I am aware that the physical exertion required for Callaway Gardens Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. I acknowledge that the level of participation is always completely up to the individual. I am aware that no refunds will be made for Callaway Gardens Activities or admission to Callaway Gardens, including passes for future use. Each guest or an authorized guardian for children under 18 years of age must complete a Callaway Gardens Release of Liability form before star ting the Callaway Gardens Activity. Obscene language is not permitted. Anyone who appears to be under the influence of drugs or alcohol may not participate in the Callaway Gardens Activities. Callaway Gardens reserves the right to remove anyone who disregards the safety rules or who appears to be unable to safely complete the course. There will be no refunds if such action is required. I understand that as a part of my participation in Callaway Gardens' activities my photograph may be taken by a representative of Callaway Gardens Resort, Inc. or any media that may be present and that my photograph may be used in promotional advertising or media coverage. This constitutes my authorization to use my image for such purposes.

<input checked="" type="checkbox"/> <u>Print Name</u>	<u>Birth Date</u>	<u>Signature</u>
_____	_/_/____	_____
_____	_/_/____	_____
_____	_/_/____	_____

(If the participant is under 18, their parent or guardian must also sign.)

Home Address City State Zip & Telephone Number

_____ I decline to accept a copy of this form.

Rules for Fantasy In Lights Bicycle Night

- No refunds will be issued.
- The ride is not a race.
- Riders not completing the course by the designated time will be escorted by Callaway Gardens' personnel to the Discovery Center.
- Participants must exit the Gardens through Discovery Parkway. Participants are not allowed to drive a vehicle through Fantasy In Lights after the bicycle ride.
- No rider is allowed to stop in an area in which that is not a scene in Fantasy In Lights
- Slower traffic must stay to the far right of the road
- If participant does choose to stop in a scene they must pull completely off the right side of the road. **Bicycle light is required for each bicycle.**