WAIVER AND RELEASE OF LIABILITY – MINOR (UNDER AGE 18)

In consideration of the participant's participation, I, on behalf of myself and the participant, his/her and my estate, heirs, personal representatives, executors, administrators, and assigns, do release and discharge and covenant not to sue Murray State University; Murray State University Board of Regents; any of their regents, employees, instructors, or agents in their personal and official capacities; and any and all other persons or entities whatsoever [herein referred to as the "Released Parties"] from and with respect to any and all present and future claims, of whatever nature or kind, regardless of the basis therefor and including but not limited to any claim based upon any wrongdoing or negligence, of whatever nature or kind including ordinary and/or gross negligence, on the part of the Released Parties, or any of them, and including but not limited to any claim for injury to property or injury or death to person, arising from or related, in any manner, to participant's involvement in or presence at any bicycle race ("event") that may take place on February 28 and/or March 1, 2009 and some or all of which may take place at Murray State University, or to any activities, including instruction and travelling to or from events or any other activities before or after such event, related in any manner thereto. [Collectively referred to as the "Released Claims"]

I am aware that the event and activities involve certain risks including, but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and that any equipment used for my protection may be inadequate to prevent serious injury or death. I understand that participation in the event involves activities incidental thereto, including, but not limited to, travel to and from the site of the activity, participation at sites that may be remote from available medical assistance, activities before and after the event, and the possible reckless conduct of other participants. I am voluntarily allowing the participant to participate in this activity with knowledge of the danger involved and hereby agree on the participant's and my behalf to accept any and all risks of property damage, personal injury, or death.

I, on behalf of myself and the participant and his/her and my estate, heirs, personal representatives, executors, administrators, and assigns agree to defend, indemnify and hold harmless the Released Parties, and each of them, from and with respect to any and all present and future claims, of whatever nature or kind and including but not limited to any claim for injury to property or injury or death to person, regardless of the basis therefor and regardless of by whom asserted, arising from or related in any manner to the participant's participation in the event or any activities related in any manner to the event even if it is alleged or proven that any such claims arise from negligence, including gross negligence, or other wrongdoing on the part of the Released Parties or any of them. The obligation stated here includes all costs of litigation, including attorney fees.

I understand that this Waiver and Release of Liability is intended to be as broad and inclusive as permitted by the laws of Kentucky and agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

I have read this form and fully understand that by signing this form, I, on behalf of myself and the participant am giving up legal rights and/or remedies which may be available to me and the participant against the Released Parties. I further certify that I am the legal guardian and/or parent of the participant and have authority to sign on behalf of the participant.

_____ _____
(Signature of Participant) Date (Printed Name of Participant)

_____ _____
(Signature of Parent or Legal Guardian) Date (Printed Name of Parent/Legal Guardian)

State of _____
County of _____

The foregoing Waiver and Release of Liability was executed before the undersigned Notary Public by _____, and _____ to be his/her act and deed, on this _____ day of _____, 20_____.

_____
Notary Public
My commission expires:_____