



2010 LEBRON'S STATE FARM KING FOR KIDS BIKEATHON WAIVER

I agree, warrant and covenant as follows:

READ THIS DOCUMENT (THE "WAIVER AGREEMENT") CAREFULLY BEFORE SIGNING. THIS WAIVER AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING A FUTURE LAWSUIT.

I understand and acknowledge that I am legally agreeing to the statements in the following paragraphs of this Waiver Agreement by affixing my signature below and that these statements are being accepted by LeBron's State Farm for Kids Bikeathon, LeBron James Family Foundation, The City of Akron and all partners, sponsors and agents in consideration for permitting me to participate in LeBron's State Farm James King for Kids Bikeathon; and I further understand and acknowledge that my statements are being relied upon by event sponsors, organizers, administrators, volunteers and other parties defined below as the "Released Parties."

1. I acknowledge that a bikeathon, event (hereinafter "Event") is a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property damage. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in an Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in any Event which I elect to enter. I have no physical or medical condition which would endanger myself or others if I participate in any Event, or would interfere with my ability to safely participate in any Event. I accept responsibility for the condition and adequacy of my equipment and my conduct in connection with any Event, and I assume all risks relating to conditions of the road, the event facilities, and my equipment. I understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs before, during and after any Event and I recognize that consumption of alcohol and/or drugs might impair my judgment and/or motor skills. I assume full responsibility for any injury, loss or damage associated with my consumption of alcohol and/or drugs. I also assume responsibility for an accept all risks posed by the weather on the date of this event, including but not limited to high heat or high humidity.
2. On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might sue on my behalf, I HEREBY WAIVE, RELEASE, and FOREVER DISCHARGE LeBron's State Farm King for Kids Bikeathon, all Event sponsors, Event producers, Event staff, administrators, officials, contractors, vendors, and organizers (including race directors), volunteers, all other persons or entities involved with an Event, states, cities, towns, and other governmental bodies and locations in which an Event or portions of an Event takes place, and the officers, directors, employees, agents, insurers, other participants and representatives of all of the above (collectively, the "Released Parties"), from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind (collectively "Claims"), for death, personal injury, or property damage, which may arise out of, result from, or relate to my participation in, or my traveling to or from the Event, including but not limited to any Claims for theft, damage to any equipment, negligence, partial or permanent disability, Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at an Event site or elsewhere), and any Claims for medical or hospital expenses.
3. I acknowledge and ASSUME ALL OF THE RISKS and aspects of this Event. I acknowledge that bicycling is inherently dangerous and I understand that I will be participating in an Event at my own risk, that I am responsible for the risk of participation in an Event, and that I am waiving and releasing my legal rights to sue for any injury or damages arising out of or resulting from my participation in an Event. I further understand that any injury or damages incurred may be the result of negligence, omission or carelessness by the Released Parties.



WAIVER CONTINUED

4. I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein. I AGREE TO INDEMNIFY and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made, or liabilities assessed against them, including but not limited to attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Waiver Agreement, and my actions or inactions which cause injury or damage to any other person.
5. I FURTHER GRANT to Event organizers, sponsors, the LeBron's State Farm King for Kids Bikeathon, and their licensees the right, permission, and authority to use my name, voice, picture, or photograph, in any broadcast, telecast, commercial advertisement, promotion, or other account of an Event, and I WAIVE any rights to future compensation to which I might otherwise have been entitled for such use.
6. The parent or legal guardian who signs the Waiver Agreement on behalf of a minor, incapacitated and/or mentally challenged person (hereinafter "Said Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person to legally bind Said Person to the Waiver Agreement. The parent or legal guardian who signs the Waiver Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution of the Waiver Agreement.
7. If any provision of this Waiver Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver Agreement and shall not affect the validity and enforceability of any remaining provisions.

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE the LeBron's King for Kids Bikeathon AND OTHER PARTIES. DO NOT ACCEPT THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

Age: _____ Date of Birth: _____

Print Name: _____ (Athlete or Participant)

Signature: _____ (Parent or Legal Guardian for persons under 18 years of age)