

WARNING AND ASSUMPTION OF RISK OF PERSONAL INJURY AND WAIVER OF LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE

1. **GENERAL LIABILITY WARNING:** I understand that participating in the event called "Tour de Mount Vernon," a bike ride tour traveling the roadways and trails that run through the Mount Vernon District on October 23, 2021 or, in the event of inclement weather, on a rain date TBD, necessarily involves potentially hazardous activities and risks, including death or serious bodily injury.

2. **COVID-19 WARNING:** The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. Because COVID-19 is highly infectious and is believed to spread from person-to-person contact, federal, state, and local governments and health agencies recommend social distancing and have, in many locations, limited public congregation. People reportedly can be infected and show no symptoms of COVID-19 and therefore unknowingly spread the disease. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. Attending or participating in this event could increase your risk of contracting COVID-19. Vaccination prior to the event is strongly encouraged.

3. **ACKNOWLEDGEMENT AND ASSUMPTION OF RISK:** By signing this Waiver, I acknowledge that I have read and understood the above General Liability and COVID-19 warnings and, in consideration of my participation in the event, I knowingly and voluntarily assume all such risks. I accept sole responsibility for any injury, illness, disability, death, damage, loss, claim, liability, or expense, of any kind, which results from or arises out of the event. Although Mount Vernon District Supervisor Dan Storck, the Fairfax Alliance for Better Bicycling and the National Trust for Historic Preservation have organized this event, I am aware that I am solely responsible for my own health and safety, and I represent that I am able to safely participate in this event. Further, I attest that:

- I am not experiencing any symptoms associated with COVID-19, which include but are not limited to fever, cough, shortness of breath, headache, chills, and new loss of taste or smell.
- I am unaware of any exposure to someone with a suspected or confirmed case of COVID-19 within the fourteen (14) days preceding the event.
- I am following the applicable federal, state, and local health guidelines to limit the spread of COVID-19. I agree to follow all health and safety protocols at the event, including the requirements, while at the Woodlawn & Pope-Leighey House, to wear a mask and remain six feet apart from other riders, staff, volunteers, and attendees.

4. **RELEASE:** I understand that my signature on this Waiver constitutes a release and discharge on behalf of myself, my predecessors, successors, assigns, agents, heirs, executors, administrators, and representatives, of Fairfax County, Virginia,

its Board of Supervisors and its members past and present, its employees, both in their individual and official capacities, and their respective predecessors, successors, assigns, heirs, executors, administrators, present and former agents, present and former employees, and present and former representatives; the Fairfax Alliance for Better Bicycling, Inc., and its directors, officers, agents, employees, and volunteers; and the National Trust for Historic Preservation, and its trustees, directors, officers, agents, employees, and volunteers from all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs, expenses (including, but not limited to, attorneys' fees and costs), damages, actions, and causes of action, of any kind or nature, that I have or may have under any theory of law, whether now known or unknown, suspected or unsuspected, previously asserted or presently unasserted, fixed or contingent, which I have or may have, based on, or arising out of my participation in this event. I agree that this release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Virginia and that if any portion of this release is held to be invalid, I agree that the remainder shall continue in full legal force and effect.

5. CAPACITY: I am eighteen years of age or older, or I have been permitted to participate in this program by my parent or guardian, who has signed this waiver form.

I have read and understood all of the above statements. I understand my rights and I knowingly and voluntarily assume the risks stated above as indicated by my signature below.

Signature of participant (or parent/guardian of minor participant)

Print Name of participant (or parent/guardian of minor participant)

Date: _____