

2009 Amgen Tour of California

VOLUNTARY WAIVER AND RELEASE AGREEMENT

Thank you for electing to act as a volunteer with the Amgen Tour of California! We are glad to have you on board. We appreciate your offer to use your skills and experience in whatever aspects of the event you are most interested in participating. We recognize the choice you have made to take time away from your job and other interests in order to lend your talents to this event and we appreciate your choice to do so.

This Voluntary Waiver and Release Agreement ("Agreement") is hereby executed by the undersigned, or if the undersigned is under the age of 18 years, then the undersigned's parent or legal guardian (together with any heir, successor, representative or assign, collectively as "Participant") in favor and for the sole and exclusive benefit of the Organizers (as defined herein). In connection with Participant's involvement in the Amgen Tour of California, or any event which may take place in connection with AEG Cycling, LLC by Participant (the "Event"), Participant hereby certifies, warrants, represents, agrees and covenants to AEG Cycling, LLC, Anschutz Entertainment Group, Inc., Amgen, Inc., Medalist Sports, LLC, the State of California, its member organizations and member clubs, the Hosts, the Host Cities, local organizing committees and any of the respective Event sponsors, promoters and contractors (individually and collectively, together with their respective affiliates, officers, employees, partners, shareholders, members, sponsors, contractors, agents, successors and assigns, the "Organizers") that he/she is:

- (1) FREE OF ANY MENTAL OR PHYSICAL CONDITION, AILMENT OR INJURY (MEDICAL OR OTHERWISE) WHICH WOULD, IN AND OF ITSELF OR IN CONJUNCTION WITH ANY OTHER CIRCUMSTANCE, INCLUDING BUT NOT LIMITED TO THOSE ACTIVITIES ASSOCIATED WITH THE EVENT, (i) IMPAIR, PREVENT OR PROHIBIT PARTICIPANT FROM ENGAGING IN SUCH EVENT ACTIVITIES OR (ii) BE AFFECTED, AGGRAVATED OR WORSEN IN ANY WAY AS A RESULT, DIRECTLY OR INDIRECTLY, OF PARTICIPANT'S INVOLVEMENT IN SUCH EVENT;
(2) OF SOUND MIND AND BODY AND NOT UNDER THE INFLUENCE OF ALCOHOL OR ANY ILLICIT OR PRESCRIPTION DRUG OR MEDICATION WHICH MAY IN ANY WAY IMPAIR PARTICIPANT'S ABILITY TO ENTER INTO THIS AGREEMENT, FULLY UNDERSTAND THE RESPECTIVE INTENT AND MEANING OF ALL OF THE TERMS AND PROVISIONS HEREOF AND TO PARTICIPATE IN THE EVENT;
(3) ENTERING INTO THIS WAIVER AND RELEASE AGREEMENT VOLUNTARILY, BY PARTICIPANT'S OWN FREE WILL, ACT AND DEED, WITHOUT ANY UNDUE INFLUENCE FROM THE ORGANIZERS OR ANY OTHER THIRD PARTY.

FURTHERMORE, PARTICIPANT AGREES THAT HE/SHE DERIVES A MATERIAL BENEFIT FROM THE EVENT AND/OR PARTICIPANT'S INVOLVEMENT THEREIN. BY EXECUTION OF THIS AGREEMENT, PARTICIPANT EXPRESSLY AND UNCONDITIONALLY ASSUMES ALL RISKS AND DANGERS KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, AND RELATING OR INCIDENTAL TO PARTICIPANT'S INVOLVEMENT IN THE EVENT, INCLUDING, BUT NOT LIMITED TO, THE OPERATION OF ANY VEHICLE IN CONNECTION WITH THE EVENT, AND ANY ACTIVITY ASSOCIATED THEREWITH. PARTICIPANT HEREBY RELEASES, FOREVER DISCHARGES AND HOLDS HARMLESS THE ORGANIZERS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF OR RELATING TO PARTICIPANT'S INVOLVEMENT IN THE EVENT AND ALL ACTIVITIES ASSOCIATED THEREWITH.

Participant further agrees that the Organizers shall have the right to record, broadcast and otherwise exploit in any and all media throughout the world Participant's activity/performance in the Event and to use Participant's name, likeness, voice and biographical information in connection therewith.

If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

THE WAIVER AND RELEASE GRANTED BY PARTICIPANT HEREUNDER IS LEGALLY BINDING AND SHALL BE CONSIDERED IRREVOCABLE. PARTICIPANT AGREES THAT THE ORGANIZERS MAY RELY UPON THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE AT LAW OR IN EQUITY.

Participant hereby certifies that all information provided below is true, accurate and complete in all respects.

Signature: _____
Print Name: _____
Address: _____
Phone: _____

Date: _____, 2009
Participant's Date of Birth: _____ - _____

(IF APPLICABLE) If under the age of 18 years, PARENT OR LEGAL GUARDIAN MUST COMPLETE:

Signature: _____
Print Name: _____
Address: _____
Phone: _____

Date: _____, 2009

If Participant shall be operating any vehicle ("Vehicle") on behalf of AEG Cycling and Medalist Sports, LLC, related to the Event, the undersigned acknowledges and agrees to the following:

The Vehicle is provided for your personal use in connection with your participation in and/or association with the Event, as a means of transportation during the Event. The Vehicle may not be used for "joyriding". Except as noted below, no other person, including family members and friends, may operate the Vehicle for any reason. You accept full responsibility for liabilities arising out of (i) injuries to one or more persons (including death) and damage or destruction of third party property (including any loss of use), arising from your operation of the Vehicle, and (ii) all property damage caused by you. You represent to the Organizers that you have sufficient personal auto insurance to cover injuries and damage caused by your use of the Vehicle. You agree to provide normal care and maintenance for the Vehicle while in your custody.

Organizers have rented the Vehicle for use during the Event. You agree to return the Vehicle to the specified location on the noted date in accordance with Organizers' instructions in the same condition received, less normal wear and tear.

By signing below, you represent and warrant that you: (i) **are at least 21 years of age**, (ii) currently hold and will continue to hold a valid, unrestricted government-issued driver's license while in custody of the Vehicle, (iii) will operate the Vehicle only on paved, public roads in a safe and lawful manner in accordance with all applicable laws, rules and regulations, (iv) will never drive the Vehicle while impaired by alcohol, drugs, medication, illness, fatigue or injury, (v) will wear and cause all permitted occupants to wear seatbelts while driving the Vehicle, (vi) will not use radar/laser detection devices while operating the Vehicle, (vii) accept full responsibility for all fines and/or penalties imposed due to your operation of the Vehicle, (viii) will report all accidents, damage and/or mechanical problems involving the Vehicle to Organizers and will promptly complete and return all required paperwork, and (ix) will abide by these terms and conditions at all times.

YOU MAY NOT OPERATE THE CAR WITHIN THE COUNTRY OF MEXICO, and smoking is not allowed in the Vehicle at any time. Your use and possession of the Vehicle shall in no way deem you an agent, servant or employee of Organizers or their respective parent, subsidiary and/or affiliate companies. Breach of these Terms of Use may result in the indefinite suspension of all Event driving privileges.

Signature: _____
Print Name: _____

Date: _____, 2009