

PedalPower Kids LLC

Release, Waiver of Liability and Indemnity Agreement

- 1) Parties: The parties to this Release, Waiver of Liability and Indemnity Agreement ("Agreement") are PedalPower Kids LLC acting on its own behalf and on behalf of its members, officers, employees, agents sub-contractors and volunteers (collectively "PPK") and _____ ("**Participant**") acting through his/her parent /guardian _____ (**name**) of

(**address**), hereinafter collective described as "Participants.")

- 2) Risks: Participants wish to obtain from PPK certain instruction and participation in recreational activities involving bicycle riding. Participants recognize that bicycle riding, like most recreational activities, presents risks of accident and physical injury to participants and that such accidents and physical injury may occur for reasons that are unpredictable and/or beyond the control of Participants or PPK. Such injuries may include serious injuries, permanent disability, paralysis and/or death.
- 3) Assumption of All Risks Participants have made their own judgment that the activities and services offered by PPK are appropriate for Participant, that Participant has the physical strength and mental acuity to participate and that Participant can benefit from same notwithstanding the risks inherent in the activities which are contemplated. Participants have knowingly decided to fully assume the risk of any injury to Participant that arises out of participation in activities sponsored by PPK, regardless of whether such injuries are attributable, in whole or in part, to any act or omission by PPK, any person or entity by whom the PPK program is sponsored or offered, by any owner of land on which the activities take place or by any third party including another Participant.
- 4) In consideration of PPK's offer to provide instruction and participation as above described, Participants hereby WAIVE, RELEASE and COVENANT NOT TO SUE PPK, its owners, members, officers, directors, employees, sub-contractors, volunteers and/or agents, or any person or entity through whom the services of PPK were offered to Participants (collectively "Releasees") upon any claims for accident, death, bodily injury or other cause of action, in tort or in contract, arising in whole or in part out of any instruction or recreational activity offered to Participant by PPK. Participants further undertake that they will indemnify, defend and hold Releasees harmless from all loss, cost or damage, including attorneys fees, which may result to Releasees owing to the assertion of any such claim.
- 5) Participant agrees to wear a helmet at all times when participating in activities involving instruction or recreation offered by PPK. Participant also agree to follow all reasonable requests and directions of the PPK program regarding conduct during PPK programs. PPK reserves the right to terminate the involvement of any Participant at any time, without refund, if the Participant fails or refuses to follow the directions of the PPK personnel, or if the Participant engages after warning in behavior which is offensive, insulting or demeaning to any other participant.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, FOR MYSELF AND FOR THE PARTICIPANT, SIGNING IT. I HAVE SIGNED IT FREELY AND WITHOUT ANY PERSUASION OR INDUCEMENT. I EXPECT THIS AGREEMENT TO BE FULLY

ENFORCEABLE AND AGREE THAT IF ANY PORTION IS FOUND TO BE UNENFORCEABLE FOR ANY REASON, THE BALANCE OF THE AGREEMENT MAY BE ENFORCED ACCORDING TO ITS TERMS.

PEDAL POWER KIDS LLC

BY: Rachel K. Varn

PARTICIPANT: _____ **(PRINT NAME)**

PARENT, GUARDIAN OR OTHER LEGALLY AUTHORIZED PERSON:
_____ **(SIGNATURE)**

DATE: _____

WARRANTY OF AUTHORITY

Having signed this Agreement as a parent, guardian, or other legally authorized person, I hereby warrant to all of the Releasees previously described that I possess the power and authority to execute this document on behalf of Participant, and that I will hold PPK harmless from any and all costs, including costs of defense, if my authority to enter into this agreement on behalf of Participant is challenged nullified.

_____ **(Parent/Guardian Sign Here)**