

**UNCONDITIONAL AND FULL WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND  
INDEMNITY AGREEMENT WITH PHOTO AND MEDIA RELEASE**

I, the undersigned, desire to participate in one or more activities offered, facilitated, or otherwise sold by \_\_\_\_\_, a Pennsylvania limited liability company (“**Company**”), including exercising with or otherwise using equipment (including, without limitation, manual bicycles, electronic bicycles, electronically-assisted bicycles, trail equipment and devices, road equipment and devices, safety equipment and devices and maps or guides) that is owned, leased, maintained, otherwise controlled, or generated by Company (“**Equipment**”) for (i) recreational, competitive, or athletic use or (ii) during self-guided or Company-guided street, trail/offroad, or street and trail/offroad excursions or (iii) workout routines (collectively, “**Activity**”). In consideration for being permitted to participate in the Activity and being able to use the Equipment, and in recognition of Company's reliance on the representations below, I agree to all of the terms and conditions set forth in this Unconditional and Full Waiver of Liability, Assumption of Risk, and Indemnity Agreement with Photo and Media Release (“**Release**”).

**1. REPRESENTATIONS AND ACKNOWLEDGEMENTS (ACTIVITY AND EQUIPMENT)**

- 1.1. Dangers Associated with the Activity. I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I acknowledge that any injuries that I sustain may result from or be compounded by the actions, omissions, or negligence of Company or an employee, contractor, or agent of Company (collectively, “**Representative**”). **NOTWITHSTANDING THIS AWARENESS, UNDERSTANDING, AND RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGERS INVOLVED AND THAT I AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ACTS, OMISSIONS, ORDINARY NEGLIGENCE OR OTHERWISE OF COMPANY, A REPRESENTATIVE, MYSELF, ANOTHER PARTICIPANT, OR A THIRD PARTY.** \_\_\_\_\_

(initials)

- 1.2. Dangers Associated with the Equipment. I am aware and understand that some or all of the Equipment was manufactured or is maintained by third parties, that some or all of the Equipment was developed or produced or maintained by Company, that some or all of the Equipment will be in “used” condition (it has been used by other participants on previous occasions), that I have a responsibility to check that the Equipment is in good working order and adjusted or fitted to my body before engaging in the Activity, and that I am using the Equipment to participate in potentially dangerous activities that involve the risk of personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I acknowledge that any injuries that I sustain may result from or be compounded by the actions, omissions, or negligence of Company or a Representative, including a failure to properly maintain, upgrade, or update the equipment. **NOTWITHSTANDING THIS AWARENESS, UNDERSTANDING, AND RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY USING THE EQUIPMENT WITH AN EXPRESS UNDERSTANDING OF THE DANGERS INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY USE OF THE EQUIPMENT, WHETHER CAUSED BY THE ACTS, OMISSIONS, ORDINARY NEGLIGENCE OR OTHERWISE OF COMPANY, A REPRESENTATIVE, MYSELF, ANOTHER PARTICIPANT, OR A THIRD PARTY.** \_\_\_\_\_

(initials)

- 1.3. Dangers Associated with Physical Activity and Exercise. I am aware and understand that any physical activity and exercise requires physical exertion, that I am personally and solely responsible for understanding the limits of my own abilities, that I am personally and solely responsible for making sure that I am properly nourished and hydrated before, during, and after I participate in the Activity, that any Representative that I encounter before, during, or after I participate in the Activity is neither trained nor expected to monitor or gauge my physical fitness or needs, and that any failure to properly gauge my physical abilities or physical needs involves the risk of personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I acknowledge that any injuries that I sustain may result from or be compounded by the actions, omissions, or negligence of Company, including a failure to observe and address any physical distress that I experience while engaging in the activity. **NOTWITHSTANDING THIS AWARENESS, UNDERSTANDING, AND RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY ENGAGING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY USE OF THE EQUIPMENT, WHETHER CAUSED BY THE ACTS, OMISSIONS, ORDINARY NEGLIGENCE OR OTHERWISE OF COMPANY, A REPRESENTATIVE, MYSELF, ANOTHER PARTICIPANT, OR A THIRD PARTY.**

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(initials)

## 2. REPRESENTATIONS AND ACKNOWLEDGEMENTS (PERSONAL HEALTH AND WELLNESS)

- 2.1. General Health and Wellness. I understand that physical exercise can be strenuous and expose participants to a risk of injury. I therefore acknowledge that the following statements are true and correct:
- 2.1.1. I have not been diagnosed with any condition or disorder (whether physical, behavioral, cognitive, or otherwise) that would prohibit or restrict me from participating in the Activity or that would prohibit or restrict me from engaging in physical exercise.
  - 2.1.2. I have not been told by any medical doctor that I should not participate in the Activity or that I should not engage in physical exercise.
  - 2.1.3. Within the twelve (12) months that immediately precede my participation in the Activity, I was told by my primary care provider that I may engage in physical exercise without any limitation or undue concern.
  - 2.1.4. To the extent any of the foregoing statements in this Section 2.1 are inaccurate, I have identified or described the associated inaccuracies on the signature page of this Release and asked a Representative to explore an accommodation that may be made that will allow me to participate in the Activity. I understand that if an accommodation that does not jeopardize the safety of myself and others cannot be made, I will not be allowed to participate in the Activity.
- 2.2. Infectious or Communicable Respiratory Illnesses. In addition to the foregoing representations concerning my general health and wellness, I further declare that I have not tested positive for any infectious or communicable respiratory illnesses (including, without limitation, COVID-19) (a “**Respiratory Illness**”) within the past twenty (20) days, that I am currently not being treated for such a Respiratory Illness, and that I am not exhibiting any symptom that is listed by the Centers for Disease Control as a possible sign or indication of a Respiratory Illness. If I suspect that I am suffering from a Respiratory Illness or there is a high likelihood that I may have been exposed to someone with a Respiratory Illness, I will not participate in the Activity. I agree that

if any Representative suspects I may be suffering from a Respiratory Illness and asks me to discontinue my participation in the Activity or to leave any premises operated by Company, I will do so without question.

### 3. REPRESENTATIONS AND ACKNOWLEDGEMENTS (FUNDAMENTALS, COMPANY RULES)

- 3.1. Fundamentals. I am familiar with the fundamentals of riding a bicycle and understand the importance of wearing or otherwise utilizing common safety equipment while riding a bicycle (including, without limitation, helmets). If I do not know how to ride a bicycle, I will not participate in the Activity.
- 3.2. Company Rules. I agree to abide by the following rules and any other rules or guidelines that I receive from a Representative, whether presented to me in writing or verbally ("**Company Rules**"). I agree that violating any of the Company Rules will result in termination of my participation in the Activity with no refund.
  - 3.2.1. Before crossing a roadway, trail, or similar path (paved or otherwise) while participating in an Activity, I will look both ways to ensure that doing so will not cause or contribute to an accident or injury.
  - 3.2.2. To the extent I require external devices to correct my vision (such as glasses or contact lenses) or hearing (such as hearing aids), I will use them while participating in the Activity.
  - 3.2.3. I will utilize all safety equipment provided to me by Company that is intended to be used while participating in the Activity (including, without limitation, helmets).
  - 3.2.4. I will wear closed toe footwear while participating in the Activity.
  - 3.2.5. I will not do anything while participating in the Activity that will put myself or anyone else in harm's way.
  - 3.2.6. I will not say or do anything while participating in the Activity that is meant to be discriminatory, offensive, or harassing.
  - 3.2.7. I will exercise common sense when participating in the Activity.
  - 3.2.8. If any Equipment malfunctions while I am participating in the Activity, I will immediately notify a Representative of the malfunction (I will not attempt to fix the Equipment on my own).
  - 3.2.9. I will not participate in the Activity while under the influence of any intoxicating substance or any substance, prescribed or otherwise, that may create a concern for my safety or the safety of anyone else.
  - 3.2.10. I will return all Equipment at the end of the contemplated Activity.

### 4. INDEMNIFICATION OBLIGATION AND RELEASES

- 4.1. Indemnification. I shall defend, indemnify, and hold harmless Company as well as the officers, directors, managers, employees, contractors, agents, affiliates, shareholders, members, successors, and assigns of Company (collectively, "**Releasees**"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including, without limitation, professional fees (including, without limitation, attorney fees and the costs of litigation), the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by or awarded against the Releasees that arise or result from any claim of a third party related to the Activity, including any claim, whether in part or in whole, related to my acts, omissions, or negligence or the acts, omissions, or negligence of the Releasees. I

**UNDERSTAND THAT THIS SECTION 4.1 REQUIRES THAT I DEFEND, INDEMNIFY, AND HOLD THE RELEASEES, INCLUDING, WITHOUT LIMITATION, COMPANY, HARMLESS FROM CLAIMS AND LOSSES ARISING OUT OF, ATTRIBUTABLE TO, OR RELATED TO MY OWN ACTS, OMISSIONS, OR NEGLIGENCE AND THE ACTS, OMISSIONS, AND NEGLIGENCE OF THE RELEASEES.**

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(initials)

- 4.2. Assumption of Risk and Associated Release. I waive and release any and all claims, now known or hereafter known, against Releasees on account of injury, disability, death, or property damage arising out of, attributable to, or related to my participation in the Activity, use of Equipment, or use of Personal Equipment, whether arising out of the acts or omissions of the Releasees or otherwise. I covenant not to make or bring any such claim against the Releasees and forever release and discharge the Releasees from all liability under such claims. This waiver does not extend to claims for liabilities that Pennsylvania law does not permit to be waived by agreement. **I UNDERSTAND THAT THIS SECTION 4.1 ABSOLVES THE RELEASEES, INCLUDING, WITHOUT LIMITATION, COMPANY FROM ANY LIABILITY ARISING OUT OF, ATTRIBUTABLE TO, OR RELATED TO THE ACTS OR OMISSIONS OF COMPANY AND ALL OTHER RELEASEES AND THAT I WILL NOT BE ABLE TO FILE ANY CLAIM AGAINST COMPANY OR ANY OF THE OTHER RELEASEES IN THE EVENT THAT I AM INJURED, INJURE ANOTHER PERSON, SUFFER PROPERTY DAMAGE, OR CAUSE PROPERTY DAMAGE WHILE PARTICIPATING IN THE ACTIVITY.**

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(initials)

- 4.3. Consent to and Release Concerning Medical Treatment. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation or evacuation. I hereby release, forever discharge, and hold harmless the Releasees from any claim based on such treatment or other medical services.
- 4.4. Unconditional Release of Company Acts, Omissions, and Negligence. For the avoidance of doubt, and without limiting the generality of any other provision of this Agreement, I agree to release and discharge Releasees from any and all claims or causes of action due to the negligence, recklessness or intentional misconduct of Releasees, any other participant in the Activity, and myself.
- 4.5. Unconditional Photo and Media Release. I freely and irrevocably grant to Company the absolute right and permission to copy, exhibit, copyright, use, take, distribute and publish instances of my likeness that are taken or captured of me while participating in the Activity, including, without limitation, images, videos, and voice recordings ("**Likeness**"). I understand that Company may use my Likeness in any medium, including, without limitation, photographs, pictures, sketches, videos, and audio clips, and in any media, including, without limitation, print, web, social media, advertising, film, or telecast, and for any lawful purpose, including, without limitation, marketing and investor relations. I also grant Company unlimited rights and permission to reproduce any written or verbal statements or testimonials made by me concerning Company as well as my first name and the first initial of my last name for any lawful purpose. I agree that, apart from being permitted to engage in the Activity, I will not receive any benefit for the rights and permissions outlined in this Section 4.5.

## 5. ADDITIONAL PROVISIONS

- 5.1. Survival. This Release is binding upon and shall inure to the benefit of the Releasees, myself, and our respective heirs, successors, and assigns.

- 5.2. Governing Law and Jurisdiction. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Release may be brought only in the Montgomery County Court of Common Pleas (Pennsylvania) or, if applicable, the United States District Court for the Eastern District of Pennsylvania. I hereby consent to the exclusive jurisdiction of such courts.
- 5.3. Entire Agreement. This Release constitutes the sole and entire agreement between the Company and myself with respect to my participation in the Activity and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction.

**I ACKNOWLEDGE THAT THIS RELEASE WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT TO THE PERMISSION GRANTED BY ME TO PARTICIPATE IN THE ACTIVITY. IN SIGNING THIS WAIVER AND FULL RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE FOREGOING.** I acknowledge, understand and appreciate the risks identified or described in this Release. I hereby assert that my participation in the Activity is voluntary and that I knowingly assume all such risks. I understand all terms and conditions in this Release and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made or can be made unless in writing by Company.

\_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Emergency Contact Information:

Name: \_\_\_\_\_

Relationship (to you): \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Relevant Medical Information (as described in Section 2.1.4, above):

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Initials of Evaluating Representative: \_\_\_\_\_