



**BELIEVE IT FOUNDATION'S BELIEVE IT BIKES ADAPTIVE BIKE PROGRAM
EXPRESS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT**

THIS EXPRESS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT (THE "AGREEMENT") IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT YOU ARE EXPRESSLY AGREEING TO EACH OF THE FOLLOWING TERMS AND CONDITIONS.

PLEASE PRINT NAME OF PEDALER (ON BIKE COMPONENT) (the "PEDALER") and _____
PLEASE PRINT NAME OF PASSENGER (IN WHEELCHAIR COMPONENT) (the "PASSENGER") are voluntarily participating in the adaptive bike program (the "PROGRAM") provided by the BELIEVE IT FOUNDATION and BELIEVE IT BIKES (collectively, "BELIEVE IT BIKES"), offered in connection with BCYCLE, LLC ("BCYCLE").

In consideration of the privilege of participating in the PROGRAM, **PEDALER and PASSENGER each expressly represents, acknowledges, and agrees to each of the following terms:**

I understand that participation in the PROGRAM may include, among other things, (1) the use of Duet wheelchair tandems as well as other adaptive bicycles, tricycles, handcycles, tandems, and related equipment (collectively, the "EQUIPMENT"); and (2) instruction regarding use of the EQUIPMENT.

I understand that instruction regarding use of the EQUIPMENT requires the instructor to give direction in the form of commands and advice, and while due deference should be given such commands and advice, I realize that all my actions are voluntary and within my sole discretion and control. I must use my own judgment in choosing whether to comply with any suggested act. The instructor is entitled to my attention and good efforts to cooperate, but the instructor does not expect or require total obedience. I am solely responsible for my own actions and safety at all times, regardless of whether an instructor is present or has given me direction.

I am familiar with the physical and mental requirements for participating in the PROGRAM. I understand that the PROGRAM is meant to allow for participation by persons with physical challenges and other medical conditions. I understand that participating in the PROGRAM could aggravate or worsen any pre-existing physical, mental, or emotional condition I may have, even if I am unaware of that condition. I understand that it is solely my responsibility to evaluate whether I should participate in the PROGRAM, and part of that responsibility is to take all necessary steps to satisfy myself that I am in a proper physical, mental, and emotional condition to participate in the PROGRAM without injuring myself or aggravating or worsening any pre-existing condition. I have taken such steps, and my decision to participate in the PROGRAM is based on my knowledge of my physical, mental, and emotional condition and abilities, as well as my medical history. I have also had the opportunity before signing this AGREEMENT to discuss my participation in the PROGRAM and the potential risks of participating in the PROGRAM with a healthcare professional of my choice.

I understand and agree that it is my responsibility to continue to monitor and evaluate my physical, mental, and emotional condition and abilities for as long as I participate in the PROGRAM to determine whether my participation remains appropriate.

I will assume responsibility for the condition of the EQUIPMENT. I will accept the EQUIPMENT for use in its present, as-is condition. I will carefully inspect the EQUIPMENT to ensure it is in satisfactory working condition, and I will immediately report any defective condition to BELIEVE IT BIKES.

I understand that BELIEVE IT BIKES strongly recommends that I wear a helmet at all times while riding a bicycle or similar equipment. I acknowledge and agree that it is my sole responsibility to provide my own helmet and any other personal safety equipment.

I will assume full responsibility for understanding how to use the EQUIPMENT, regardless of any instruction provided by BELIEVE IT BIKES. I will not use the EQUIPMENT unless I have satisfied myself that I fully understand how to use the EQUIPMENT safely.

I understand that using an adaptive tandem and other EQUIPMENT, and participating in the PROGRAM in general, is a hazardous activity and that, by doing so, I will be exposed to a variety of hazards and risks, foreseen and unforeseen, that may include, among other things, falling; loss of control; encountering trees, limbs, rocks, structures, traffic, barriers, and other man-made or naturally occurring obstacles; encountering unpredictable terrain; and the negligence or intentional acts of other riders, pedestrians, or vehicle operators. I UNDERSTAND THAT PARTICIPATING IN THE PROGRAM MAY LEAD TO SERIOUS INJURY, DEATH, PARALYSIS, HEAD INJURIES, BROKEN BONES, CUTS, SCRAPES, DAMAGE TO CLOTHING OR OTHER PROPERTY, AND INJURY OR DAMAGE TO OTHERS AND/OR THE PROPERTY OF OTHERS. Despite being fully aware of the known and inherent risks associated with my participation in the PROGRAM, I am nevertheless willing and able to accept full responsibility for my own safety and welfare, and I voluntarily choose to participate in the PROGRAM.

EXPRESS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNIFICATION. ON BEHALF OF MYSELF, MY FAMILY, HEIRS, SUCCESSORS, ASSIGNS, AND ANYONE CLAIMING ANY INTEREST THROUGH ME OR ON MY BEHALF, I KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY ASSUME ALL RISK AND WAIVE, RELEASE, AND INDEMNIFY, AND AGREE TO HOLD HARMLESS, THE BELIEVE IT FOUNDATION, BELIEVE IT BIKES, BCYCLE, LLC, AND EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, VOLUNTEERS, INSTRUCTORS, SUCCESSORS, AND ASSIGNS (THE "RELEASED PARTIES") FROM ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES, AND LIABILITY (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS) THAT I, MY FAMILY, HEIRS, SUCCESSORS, ASSIGNS, OR ANYONE CLAIMING ANY INTEREST THROUGH ME OR ON MY BEHALF MAY HAVE FOR ANY LOSS, DAMAGE, INJURY, PARALYSIS, OR DEATH TO MYSELF OR ANY OTHER PERSON OR PROPERTY ARISING, DIRECTLY OR INDIRECTLY, OUT OF THE CONDITION OR DESIGN OF THE EQUIPMENT, MY USE OF THE EQUIPMENT, INSTRUCTION PROVIDED REGARDING THE EQUIPMENT OR THE PROGRAM, MY PARTICIPATION IN THE PROGRAM, AND/OR ALL ACTIVITIES AND HAZARDS ASSOCIATED THEREWITH. THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNIFICATION IS EXPRESSLY INTENDED TO APPLY EVEN IF THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF ANY OF THE RELEASED PARTIES IS ALLEGED OR PROVEN.

PEDALER further represents, acknowledges, and agrees to each of the following terms:

I am at least 18 years of age and am legally competent to sign this AGREEMENT. I have read this AGREEMENT and fully understand it and all of its terms. I am not relying on any statements or representations of any of the RELEASED PARTIES in signing this AGREEMENT. I have been given the opportunity to read this AGREEMENT and direct any questions regarding it to an attorney of my choice.

PASSENGER further represents, acknowledges, and agrees to each of the following terms:

I am at least 18 years of age and am legally competent to sign this AGREEMENT, either as the PASSENGER or on behalf of the PASSENGER as the PASSENGER's parent or legal guardian.

IF I AM SIGNING THIS AGREEMENT AS A PARENT OR LEGAL GUARDIAN OF THE PASSENGER, I UNDERSTAND AND AGREE THAT I AM SIGNING THIS AGREEMENT AND AGREEING TO ALL OF ITS TERMS AND CONDITIONS BOTH ON BEHALF OF THE PASSENGER AND ON MY OWN BEHALF, INCLUDING THE PROVISIONS REGARDING EXPRESS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNIFICATION.

I have read this AGREEMENT and fully understand it and all of its terms. I am not relying on any statements or representations of any of the RELEASED PARTIES in signing this AGREEMENT. I have been given the opportunity to read this AGREEMENT and direct any questions regarding it to an attorney of my choice.

<p>_____</p> <p>PEDALER Name</p> <p>_____</p> <p>PEDALER Signature</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>Email address</p>	<p>_____</p> <p>PASSENGER Name</p> <p>_____</p> <p>PASSENGER (or Parent/Guardian) Signature</p> <p>_____</p> <p>Parent/Guardian Name (where applicable)</p> <p>_____</p> <p>Date</p>
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