

# Adapt Ability Waiver

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND PARENTAL  
CONSENT AGREEMENT

("Agreement") for \_\_\_\_\_

ADAPT ABILITY, INC. \_\_\_\_\_

IN CONSIDERATION of being permitted to participate in any way in Adapt Ability Inc. sponsored Activities ("Activity") I, for myself, my personal representatives, assigns, heirs and next of kin

1. ACKNOWLEDGE, agree and represent that I understand the nature of Bicycling Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that (a) BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or the NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I may incur as a result of my participation in the Activity.

3. HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE Adapt Ability, its respective administrators, directors, agents, officers, members, volunteers and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS. And, I FURTHER AGREE that if, despite this RELEASE AND

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation, expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such a claim.

4. Adapt Ability rides and events may be photographed and/or filmed by Adapt Ability representatives and/or approved agents. Your attendance at these rides/events indicates your consent to be photographed, filmed and/or voice recorded for unrestricted Adapt Ability publicity and promotional uses through all print and electronic communications and media.

5. The terms of this Agreement and the rights, obligations and performance of the parties hereunder shall be governed by the laws of the State of New York as if this were a contract formed and wholly performed within the State of New York without regard to conflict of laws principles. Exclusive venue for any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be in the United States District Court for the Southern District of New York, or, in the absence of federal subject matter jurisdiction, the courts of the State of New York located in Manhattan, New York. The Parties agree to submit to personal jurisdiction in any of these forums.

I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

\* Required

Is the participant 18 years or older? \*

\_\_\_\_\_Yes or \_\_\_\_\_No

Full Name \*

\_\_\_\_\_

Name of Parent/Guardian /School

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E-mail \*

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Phone Number \*

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Emergency Contact Name \*

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Emergency Contact Phone Number \*

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Signature of Parent/Guardian for anyone under 18 years of age /School

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The waiver above has been completed to the best of your knowledge \*

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\_\_\_\_\_ Initials