Open Roads Bike Program - WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT for

ADULT OPEN SHOP

1. In consideration for participating in Open Roads and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Open Roads, the Board of Advisors, the Staff, or any other persons associated with Open Roads (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES.

5. I UNDERSTAND THAT OPEN ROADS WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN.

6. I further agree to become familiar with the rules and regulations of Open Roads and not to violate said rules of any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.

7. I ALSO UNDERSTAND THAT I AM RESPONSIBLE FOR ANY DAMAGE I CAUSE TO THE FACILITIES.

8. I ALLOW MY PHOTO TO BE TAKEN AND USED BY OPEN ROADS BIKE PROGRAM FOR MARKETING PURPOSES.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it 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; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

_____ Emergency Contact Name: _____

Participant Date

_____ Emergency Contact Phone #: _____

Signature (Must be by Parent if Participant is under 18 years of age)