

ATHLETE RELEASE

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING SCHOOL OF SEND, LLC AND ITS OFFICERS, MEMBERS, INSTRUCTORS, AGENTS, EMPLOYEES AND AFFILIATES (COLLECTIVELY "RELEASEES") FROM LIABILITY. THIS RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES AND I HAVE READ IT CAREFULLY BEFORE SIGNING.

I acknowledge that cycling and physical training are inherently dangerous activities and fully realize the dangers of participating in training rides, coaching, instruction, and physical training and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limited to the following: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, THE RELEASEES' OWN NEGLIGENCE, and weather conditions; danger of medical emergencies such as heart attack, stroke, or heat stroke; and the possibility of serious physical and/or mental trauma, injury, or death associated with cycling and physical training. I have no physical or medical condition which to my knowledge would endanger me or others or would interfere with my ability to participate in these activities.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE the Releases, and if applicable, other participants, owners and lessors of premises used for the activity, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I agree for myself and my successors, that the above representations are contractually binding and are not mere recitals, and that should I or my successors assert my claim in contravention of the agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party (s) in defending, unless the other party (s) are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision or as a consent to any other provision or as a consent to any subsequent waiver or modification.

Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

I AFFIRM THAT I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT BY ACCEPTING THE TERMS OF THIS

DOCUMENT I AM WAIVING LEGAL RIGHTS AND AM INCURRING LEGAL LIABILITIES.

Signature _____

Print: _____

Date: _____

If Under 18 years of age:

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above and, for myself, my child and our heirs, assigns, and legal representatives, I release and agree to indemnify and hold harmless School of Send, LLC and its officers, members, instructors, agents, employees and affiliates from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, to the fullest extent permitted by law.

Parent(s) Signature _____

Print: _____

Date: _____