



## **RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

**IMPORTANT:** This RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT (the “Agreement” or “Release”) is a legal document. Please read this Agreement carefully to ensure YOUR full understanding before signing it. Please consult an attorney if YOU have questions about this Agreement.

This is a binding agreement between KATNIK4, LLC, doing business as “TEAMRIDE,” its owners, officers, employees, agents, contractors and affiliates (collectively referred to hereafter as TEAMRIDE), and YOU, YOUR family, YOUR heirs and assigns (collectively referred to hereafter as YOU or YOUR). This Agreement must be signed prior to using TEAMRIDE’S Facility(ies) and/or its Equipment, or participating in any of TEAMRIDE’S Services (as further defined below). This Agreement will be effective immediately upon YOUR signature below.

TEAMRIDE demonstrates and conducts cycling and/or other exercise classes for the benefit of its clients (collectively referred to hereafter as “Services”). The Services may be provided on-site at TEAMRIDE’S own Facility or off-site at a location not controlled by TEAMRIDE (collectively “Facility”). The Facility includes, but is not limited to, the lobby, exercise area, bathrooms and showers, retail space, parking lot and all common areas of the complex where our studio. In addition, the Services may be provided utilizing TEAMRIDE’S own equipment or the equipment of others (collectively “Equipment”). All terms of this Agreement shall apply regardless of where the Services are provided and whose Equipment is used.

### **Release of Liability**

The purpose of this document is to prevent YOU from suing or otherwise making any claim against TEAMRIDE for personal injury or property damage, either now or in the future.

In consideration of the Services to be provided, and by signing this Agreement, YOU agree to release, discharge, indemnify and hold harmless TEAMRIDE from any and all claims, demands, or causes of action for personal injury, illness or death, or property damage of any sort, which are in any way connected with YOUR participation in the Services, YOUR presence at the Facility, and/or YOUR use of any Equipment, including but not limited to any claims that allege negligent acts or omissions of TEAMRIDE.

Without limiting the above, this Release is intended to be a complete release of TEAMRIDE for any and all actions or causes of action or responsibility of any sort for personal injury, illness or death, or property damage, whether or not connected to the Services, Facilities or Equipment. YOU therefore covenant and agree not to initiate a lawsuit against TEAMRIDE for any of the foregoing reasons.

### **Assumption of Risk**

By signing this Agreement, YOU acknowledge there are dangers, inherent and otherwise, which may or may not be obvious in: (a) YOUR participation in the Services; (b) presence at the Facility; or (c) use of the Equipment. These dangers include but are not limited to serious injury or death, and no amount of care, caution, instruction or expertise can eliminate these dangers. The Services, including cycling and fitness classes generally, involve physical movement and interaction with the Equipment. As is the case with all physical activity, risk of injury, even serious or disabling injury or death, is possible. Depending on YOUR physical condition, YOUR participation in the Services may not be appropriate. YOU should consult a physician if you have any doubt about the suitability of the Services for YOUR particular circumstances.

In consideration of the Services to be provided, and by signing this Agreement, YOU are assuming all risks YOU may encounter while at the Facility, whether YOU are using the Equipment or not, including but not limited to risks resulting from or in any way associated with the Services. This includes any and all risks that may be caused by or alleged to be caused by the ordinary negligence of TEAMRIDE, as well as any and all risks of cycling and exercise in general that are known or unknown by YOU. Some of the known risks of cycling include, but are not limited to:

- YOU may fall off YOUR bike or the bike may fall over.
- The handlebars or seat may unexpectedly slide down.
- The pedal may break or come back around and hit YOU.
- YOU may trip over a bike, other objects or people.
- YOU may be injured clipping yourself in or out of the pedals.
- YOU may suffer a heart attack, stroke or pass out due to exertion.
- YOU may fly over the handlebars.
- YOU may suffer dehydration or heat exhaustion.
- YOU may suffer hearing loss or ear damage due to loud music.
- YOU may injure YOUR knees, back, ankles, hips or other body parts.

### **Release of Future Claims**

By signing this Agreement, YOU acknowledge there is a risk YOU may incur damage or injury that might not be immediately known or may become progressively worse. Nevertheless, YOU agree to forever and fully release and discharge TEAMRIDE from any future claims and understand that by signing this Agreement YOU will be precluded from ever asserting such further claims.

Accordingly,

YOU hereby expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance of such waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

**Additional Provisions**

This Waiver and Release of Liability shall be governed by California law and construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

Any dispute between YOU and TEAMRIDE under this Agreement will be resolved solely by binding arbitration conducted in Sacramento County, California in accordance with the rules of the American Arbitration Association. YOU further agree that arbitration is the exclusive means of resolving all disputes and legal claims arising out of or in any way connected to this Agreement and hereby waive YOUR right to resolve such disputes and claims through any other means, including a jury trial, court trial or lawsuit. Any award or decision rendered by an arbitrator may be entered as a judgment in any court of competent jurisdiction and the prevailing party shall be entitled to recover all expenses of arbitration, specifically including, but not limited to, reasonable attorneys’ fees, expert witness fees and costs.

If any portion of this Release is held to be invalid, the rest shall nonetheless remain in full force and effect.

**Signature**

I have read this Agreement and fully understand its terms. I understand that I have given up substantial rights by signing it, and I sign it freely. I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and I agree that if any portion of this agreement is held to be invalid; the balance shall continue in full force and affect.

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Participant Signature

Date

**Parental Consent** (required if the Participant is under the age of 18)

I am the parent and/or legal guardian of (the “Minor”). I understand the Minor’s experience and capabilities and believe the minor to be qualified to participate safely in all Services provided by TEAMRIDE, including cycling classes. I agree, on behalf of the Minor and myself, to all of the terms of this Agreement. I further agree, to the fullest extent permitted by law, to indemnify, save and hold harmless TEAMRIDE from any claim(s) made by or on behalf of the Minor, including but not limited to claims which allege negligent acts or omissions of TEAMRIDE.

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Signature of Parent and/or Guardian

Date