

WAIVER AND RELEASE

In consideration for allowing me to participate in events, including but not limited to group rides, walks, hikes, gatherings or other events (hereinafter, "Events") that are sponsored, facilitated or organized by Abacus Cycling, LLC, AKA Class Cycles or its Members (hereinafter, "Class Cycles") that are held on or off the premises of Class Cycles located at 77 Main Street North, Southbury, CT 06488 (hereinafter, "The Premises"), I, the undersigned, state and agree as follows:

I attest that any and all equipment that I will use while participating in any Event are in good mechanical condition and are suitable and appropriate for use in such Event.

I agree to accept and abide by the rules and regulations of the Event as established and provided to me, verbally, in writing, or maintained on the Class Cycles Website (ClassCycles.com) by Class Cycles, its agents, servants, volunteers, representatives and/or employees (hereinafter "Agents") and to obey the directions of Class Cycles or its Agents during the Event.

1. **RISK FACTORS.** I understand that cycling, hiking and walking on or off-road, are inherently dangerous activities and that these activities pose inherent risks to me that may include, but are not limited to, risk of property damage, bodily injury, including but not limited to permanent disability, paralysis and death. These risks may result from the use of equipment or facilities; from the activity itself; from the acts of others; from the unavailability of emergency medical care; road or trail conditions; the presence of objects in or on the road, trail or pathway; collisions with objects, vehicles, trees, rocks, animals or any debris, spectators, pedestrians or other participants; lack of safety devices or inadequate safety devices; and the like.

2. **ASSUMPTION OF THE RISK AND RELEASE.**

1. I voluntarily assume all the risks that may arise out of or result from my participation in any such Events, the use of equipment or facilities, services, and/or programs of Class Cycles, including those risks described in Section 1 above, even if such risk is due to the past, present or future NEGLIGENCE of Class Cycles and its Agents
2. I acknowledge that Class Cycles Events, particularly the ones that include cycling of any kind and on any type of surface (e.g., paved and unpaved or gravel roads, mountain bike trails), are physically strenuous activities. My participation is voluntary and at my own risk. I voluntarily assume all risk of loss, damage or injury that may be sustained while participating in the Events. I attest that I am physically fit and sufficiently trained to participate in the Events.
3. I understand that there are inherent risks involved in cycling, mountain biking, hiking and walking including risk of serious physical injury or death and I do hereby *fully assume all risks associated with cycling and/or mountain biking, hiking or walking* even if such risk is due to the past, present or future NEGLIGENCE of Class Cycles and its Agents.
4. Knowing the risks of cycling and/or mountain biking, walking and hiking, I nevertheless agree to assume those risks and to release Class Cycles and its Agents who, through negligence of carelessness or otherwise, might be liable to me (or my heirs, executors, administrators, personal representatives or assigns) for damages.

WAIVER AND RELEASE

3. WAIVER AND RELEASE.

1. I, the undersigned, for myself, my heirs, executors, administrators and assigns, waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.
2. I, the undersigned, for myself, my heirs, executors, administrators and assigns, does hereby, waive and release any and all claims for damages, for death, personal injury, loss of property or property damage I may have, or that may subsequently accrue to me, or to my heirs, executors, administrators or assigns, against Class Cycles and its Agents, as a result of my participation in any Class Cycles Event.
3. I agree that medical or other services rendered to me by Class Cycles and or its Agents, is not an admission of liability, nor does it provide any ongoing obligation of any kind to continue to provide any such medical or other services, and is not a waiver by Class Cycles or its Agents to any rights or protections acquired under this Waiver and Release.
4. I discharge and release, in advance, Class Cycles and its Agents, without limitation, from any and all liability arising out of or connected in any way with my participation in any Class Cycles Event.
5. I hereby release, and agree that *I will not sue*, nor will any of my heirs, executors, administrators or assigns sue Class Cycles or its Agents for money damages for wrongful death, personal injury or property damage sustained by me while participating in any Class Cycles Event, even if due to the NEGLIGENCE of Abacus Cycling LLC, its agents, servants and/or employees.

4. JURISDICTION. This Assumption of Risk, Waiver, and Release from Liability Agreement shall be governed in all respects by the laws of the State of Connecticut. The parties agree to use the State of Connecticut for Jurisdiction and the County of New Haven as Venue for any disputes between the parties.

5. INDEMNIFICATION. I, the undersigned for myself, my heirs, executors, administrators and assigns, hereby release, waive, indemnifies and agrees to hold Class Cycles and its Agents harmless from any and all claims, causes of action, suits, liability, losses, or damages for any property damage, property loss or theft, personal injury, death or other loss arising from or relating to the undersigned's participation in any Event.

6. SEVERABILITY. If any term, clause, or provision of this Assumption of Risk, Waiver, and Release from Liability Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

WAIVER AND RELEASE

7. USE OF IMAGE. In further consideration of permitting my participation in the Events, I give Class Cycles and its Agents the right to use my image in photographs and/or videotapes and any other record of Events including my name, likeness, and voice for any legitimate purpose.

ACKNOWLEDGMENT. The undersigned has read and fully understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

DATED (DD/MM/YYYY) : _____

Name of Participant (Print): _____

Signature of Participant: _____

IF UNDER 18 YEARS OF AGE SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED:

Consent and Release on Behalf of Minor (If above is a minor)

I am the parent or legal guardian of the above named minor. I have read and understand the Agreement and realize it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the Agreement. I also give my consent to the participation in the activity of the minor.

Printed Name: _____

Signature: _____ Date: _____