

## SpokeWorks Bicycle Workshop, LLC

### WAIVER AND RELEASE OF LIABILITY

THIS AGREEMENT, WAIVER, AND RELEASE OF LIABILITY (“Agreement”) is between the Participant and SpokeWorks Bicycle Workshop, LLC (“Company”);

WHEREAS, Participant desires to participate in bicycling events, group ride events, non-listed ride events, and other related activities and programs (“Events and Services”) offered by SpokeWorks Bicycle Workshop, LLC (“Company”);

WHEREAS, Participant understands that there are risks associated with such “Events and Services”;

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. **STATEMENT OF HEALTH.** Participant promises and certifies that his or her physical and mental condition is such that Participant has no physical impairments or illnesses that will endanger Participant or others. Participant understands that it is their responsibility to consult a physician regarding their health and wellness.
2. **COVID SYMPTOMS.** Participant agrees to not participate in Events and Services if:
  - a. has had contact with anyone who has tested positive for COVID in the past 14 days,
  - b. has been ordered to quarantine by a medical professional; or
  - c. has experienced any of the following symptoms: cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, or new loss of taste or smell.
3. **EXPRESS ASSUMPTION OF RISK.** Participant is aware that there are significant risks involved in bicycling, any physical training regimen, and the Events and Services. These risks include, but are not limited to: falls which can result in serious injury, permanent injury, paralysis, or death due to negligence on the part of Participant, other participants, or other people. Participant acknowledges the heightened risk associated with utilizing public roads and facilities for bicycling due the vulnerability and risks with automobiles, public road dangers, and other cyclist. Injury may also result simply from the fact of bicycling and physical training itself. By its very nature, bicycling and physical training seeks to have Participant push beyond limits in order to produce a physical adaptation to their body. Excessive work can result (in rare cases) in exertional rhabdomyolysis. Signs include excessive soreness, darkened urine, and pain in the kidney areas in the days following a particularly intense workout. Participant is aware that any of these above-mentioned risks may result in serious injury or death to Participant or others. Participant willingly assumes full responsibility for the risks that he or she is exposed to and accepts full responsibility for any injury or death that may result from participation in any activity or class while training with Company.

- 4. WAIVER AND RELEASE OF LIABILITY.** Participant hereby releases Company, its principals, owners, agents, employees, volunteers, and Michael E. Haldeman from any and all personal injury, disability, death, damage, loss, liability, claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with participation with Company and its Events and Services, including those allegedly attributed to the negligent acts or omissions of the above-mentioned parties. This agreement shall be binding upon Participant, his or her successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, Participant agrees that the remainder of the agreement shall remain in full legal force and effect. If Participant is signing on behalf of a minor child, Participant also gives full permission for any person connected with Company to administer first aid deemed necessary, and in case of serious illness or injury, Participant gives permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well-being of the child. In such event, Participant shall not hold Company liable for any action taken or omission of action.
- 5. INDEMNIFICATION.** Participant recognizes that there is risk involved in the Events and Services offered by Company. Therefore, the Participant accepts financial responsibility for any injury that the Participant may cause either to himself or herself or to any other Participant due to his or her negligence. Participant further agrees to indemnify and hold harmless Company, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from Participant's negligent or intentional act or omission while participating in activities offered by Company.
- 6. COVID-19 WAIVER AND RELEASE OF LIABILITY.** Participant understands that despite all the precautions that Participant, other participants, and/or Company may take, Company cannot guarantee Participant's health or safety, and Participant may still be exposed to COVID-19, including through interactions with other individuals who have COVID-19. By executing this release and gaining access to the facility, Participant, on behalf of themselves, their heirs, beneficiaries, representatives, successors and assigns: (1) voluntarily assumes all risks associated with any exposure to COVID-19, including, but not limited to suffering any type of medical condition, illness and, potentially, death; and (2) knowingly and voluntarily waive, release, covenant not to sue, forever discharge, indemnify, and hold harmless Company, its parents and subsidiaries and their respective officers, directors, employees, contractors, agents, representatives, successors, and assigns ("Released Parties") from any and all liability, damages, losses, suits, demands, causes of action to the fullest extent permitted by the laws of this state, or any other claims of any nature whatsoever, arising out of or relating in any way to Participant's use of the facility and their potential exposure to COVID-19.
- 7. PHOTO AND VIDEO RELEASE.** Participant hereby grants Company permission to use Participant's photograph/video image in any and all publications for Company, including on their websites or publications, without payment or any other consideration in perpetuity. Participant hereby authorizes Company to edit, alter, copy, exhibit, publish, or distribute all photos and images. Participant waives the right to inspect or approve the finished product, including written or electronic copy, wherein Participant's photo appears. Additionally, Participant waives any right to royalties or other compensation arising or related to the use of the photograph or video images.

- 8. FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm, hurricane, pandemic, or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
- 9. SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- 10. PREVAILING PARTY.** If either party retains an attorney to enforce or defend their rights under this Agreement, the prevailing party in such an action shall receive payment for reasonable attorneys' fees from the other party.
- 11. GOVERNING LAW.** This Agreement will be construed under the laws of the State of South Carolina without regard to conflicts of laws principles. Any action or proceeding by either of the parties to enforce this Agreement or arising out of Participant's relationship or the termination thereof shall be brought only in the State of South Carolina, County of Dorchester, and shall be tried non-jury. **THE PARTIES EXPRESSLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING.**
- 12. NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- 13. WAIVER.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**I have read and understood the foregoing terms including the assumption of risk and release of liability. I understand that by signing this form I am waiving valuable legal rights.**