

**MINOR'S PARTICIPATION WAIVER AND RELEASE AND INDEMNITY
AGREEMENT**

READ! YOUR LEGAL RIGHTS ARE AFFECTED!

In consideration for allowing the undersigned participant ("Participant"), who is a minor, to participate in the event at Freewheelin' Community Bikes ("Freewheelin'") on or about _____ date(s) and activities related to or in connection with this event (collectively referred to as the "Event") and access to the premises of Freewheelin' during the Event, Participant and his/her parent(s) and/or legal guardians on behalf of themselves, their heirs, next of kin, assigns, and personal representatives, hereby agree to the following conditions.

I. Acknowledgement of Damage and Risks. I/we acknowledge and understand that participation in the Event involves risks, inherent and otherwise, that cannot be eliminated and which may cause serious injury, illness, paralysis, or even death to Participant or other persons and/or loss of or damage to personal property. Some of these risks include, but are not limited to, acts, omissions or negligence of Freewheelin' Community Bikes, Inc. or others involved with, participating in or watching the Event, dangerous premises conditions (both exposed and hidden), equipment failure, dangers related to the use of scaffolding and/or working at heights, and known or unknown medical conditions. I/we accept full and sole responsibility for all risks, both known and unknown, inherent or otherwise, related to participation in the Event and acknowledge that Participant is voluntarily participating in the Event with full knowledge and awareness of such risks.

II. General Release and Waiver of Liability. Acknowledging that these risks exist, in consideration for allowing Participant to participate in the Event and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I/we, hereby **RELEASE, DISCHARGE AND COVENANT NOT TO SUE** Freewheelin' Community Bikes, Inc. and each of their respective officers, employees, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the "Released Parties"), from and against all claims, damages, charges, injuries, losses, actions, suits, proceedings, product liability actions, wrongful death actions, warranty actions, breach of contract actions, loss of consortium claims, expenses, and attorney fees that I/we, Participant or anyone on his/her behalf (including but not limited to Participant's/my/our heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to participation in the Event, including, but not limited to, any claim that the act or omission complained of was **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

III. Agreement to Defend and Indemnify the Released Parties. I/we also agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties in any action or proceeding from and against all claims, damages, injuries, losses, actions, suits, proceedings, wrongful death actions, loss of consortium claims, expenses, and attorney fees that I/we or anyone on my/our behalf (including but not limited to Participant's/my/our heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to my participation in the Event, including, but not limited to, any claim that the act or omission complained of was **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

IV. Permission to Use Name/Photo. I/we also agree to give the Released Parties permission to use Participant's name and/or photo in a broadcast, telecast or other account of this event.

V. Representations and Agreement to Terms and Conditions. I/we also represent that I/we: (i) are at least 18 years old and the parent(s) or legal guardian(s) of Participant with the power and authority to act on behalf of Participant; (ii) have been given an opportunity to ask questions about its contents and/or to seek the advice of an attorney; (iii) fully understand its contents and the waiver of my and Minor's legal rights contained therein; (iv) understand that the above release is intended to be as broad as permitted by applicable law; and (v) voluntarily, and without any inducement, agree to the terms and conditions set forth therein.

VI. Governing Law. This document is governed by the laws of the State of Indiana. If one or more portions of this document are found to be unenforceable, the remainder of the document will remain enforceable.

Participant's Signature: _____ Date: _____

Mother/Guardian's Signature (if applicable): _____ Date: _____

Father/Guardian's Signature (if applicable): _____ Date: _____