



Waiver of Liability, Acceptance of Responsibility and Assumption of Risks, and Indemnification Agreement

For and in consideration of being accepted as a pass-holder of The Bike Rack and/or participating in The Bike Rack, I, for myself, my personal representatives, assigns, heirs, executors, administrators, and next of kin enter into this Waiver of Liability, Acceptance of Responsibility and Assumption of Risks, and Indemnification Agreement (hereinafter "Agreement").

WAIVER OF LIABILITY

1. I FOREVER RELEASE, RELINQUISH, AND DISCHARGE the Downtown Cleveland Alliance, the Gateway Sports Complex, the City of Cleveland, all sponsors, and their employees, agents, representatives, and successors (together, "the Parties") from any and all claims, liability, cause(s) of action and/or damages, including for personal injury, property damage and loss, or wrongful death, injury to others and/or third parties, which arise out of, result from, or relate to my pass-holder status in The Bike Rack; my use and/or operation of any bicycle; my use of The Bike Rack, while on or upon the premises of The Bike Rack; commuting from and to The Bike Rack including any and all claims, liability, cause(s) of the action and/or damages related to the sole or partial negligence of the Parties and/or the negligence of others. By this agreement any such claims, rights, and causes of action that I (and my legal guardian(s), if applicable) may have are hereby WAIVED, RELEASED AND RELINQUISHED, and I (and my legal guardian(s), if applicable) do so on behalf of my heirs, executors, personal representatives, administrators and assigns.

2. I expressly agree to RELEASE AND HOLD HARMLESS the Parties from all liability for any such property loss or damage, personal injury or loss of life whether caused by the sole or partial negligence of the Parties and/or the negligence of others, whether based upon breach of contract, breach of warranty, active or passive negligence or any other legal theory, in consideration for being accepted as a pass-holder of and/or participating in The Bike Rack.

3. I voluntarily agree, understand, and recognize that I will have NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT against the Parties arising out of my pass-holder status in and/or the participation in The Bike Rack, the use and/or operation of any bicycle, use of The Bike Rack, while on or upon the premises of The Bike Rack; commuting from and to The Bike Rack in consideration for being accepted as a pass-holder of and/or participating in The Bike Rack.

ACCEPTANCE OF RESPONSIBILITY AND ASSUMPTION OF RISKS

4. I expressly acknowledge that as a pass-holder of The Bike Rack, I ride any bicycle AT MY OWN RISK. I promise to take due care during my pass-holder status in and/or participation in The Bike Rack and take due care in my use and/or operation of any bicycle. I understand that bicycling is a hazardous activity. I acknowledge, understand, and ASSUME ALL RISKS relating to the use and/or the operation of any bicycle and understand that bicycling involves risks to myself and others including bodily injury, partial or total disability, paralysis and death, and damages which may arise there from and that I have full knowledge of said risks and dangers. I understand that bicycle protective gear such as helmets and gloves are not provided but are recommended. I understand that such gear, even when used, does not eliminate the risk of injury in the event of an accident.

5. I acknowledge that there may be risks and dangers not known to myself or not reasonably foreseeable at this time related to bicycling, use and/or operation of any bicycle, and use of The Bike Rack and I assume full responsibility for any and all such risks and dangers. I acknowledge and understand that risks and dangers related to the use and/or operation of any

bicycle and use of The Bike Rack may be caused by my negligence or the negligence of others, including the Parties. I ASSUME FULL RESPONSIBILITY for all such risks and dangers.

6. I FREELY AND EXPRESSLY ASSUME AND ACCEPT ANY RISK AND ALL INJURY to myself, my personal property, and any others injured or damaged as a result of my use and/or operation of any bicycle and my use of The Bike Rack. I acknowledge, understand and agree that all of the risks and dangers related to my use and/or operation of any bicycle, including those caused by the negligence of others, are included within the waiver, release and relinquishment of liability described in the Waiver of Liability section of this Agreement.

INDEMNIFICATION

7. In consideration for being accepted as a pass-holder in and/or participating in The Bike Rack, I expressly agree to INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS the Parties against any and all claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits, including claims brought by a third party, or disbursement of any kind or nature whatsoever related to, resulting from, regarding and/or referencing my pass-holder status with and/or participation in The Bike Rack, my use and/or operation of any bicycle, and my use of The Bike Rack even where caused in whole or in part by Parties' negligence, and/or the negligence of others, whether presently known or unknown.

FURTHER ASSUMPTIONS/ASSURANCES

8. I am fully aware of how long I am able to leave my belongings at The Bike Rack and that it is recommended to use locks on bicycles and lockers. If I do not provide my own lock, I can rent one at the Downtown Bicycle Station. I VOLUNTARILY

ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS OR PROPERTY DAMAGE that may be sustained by me, or loss or damage to property owned by me, as a result of pass-holder status or participation in The Bike Rack. I understand that if

I damage any property at The Bike Rack, I will be held accountable and must pay to replace whatever it is that I damage.

9. I am fully aware that my pass-holder status can be terminated if I do not follow the rules and regulations of The Bike Rack. Upon termination of my pass-holder status, I understand that I must return all property (including locks, key fobs, towels, etc.) to The Bike Rack.

IN SIGNING AND ACCEPTING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT; AND I EXECUTE THIS AGREEMENT FOR FULL AND ADEQUATE CONSIDERATION FULLY INTENDING TO BE BOUND BY THE SAME.

Signature: _____

Date: _____