



## ASSUMPTION OF RISK, WAIVER OF CLAIMS, RELEASE AND INDEMNITY

By accepting this liability waiver, you acknowledge and agree that you are the custodial parent or legal guardian (the "Legal Representative") of the minor child that is being registered (the "Participant") in the Pedalheads program described in your registration (the "Program") and you acknowledge and agree, for yourself and for the Participant (together, the "Releasers") as follows:

1. The Participant's participation in the Program is purely voluntary.
2. The Releasers are aware of and understand the inherent risks, dangers, and hazards of the Program, including but not limited to those arising from falls, collisions with objects or with other participants and the use or misuse of equipment, all of which risks, dangers and hazards may be present in connection with the Participant's participation in the Program. The Releasers are also aware of and understand the potential for personal injury (including but not limited to cuts, bruises, fractures, concussion or even death), illness (including but not limited to possible exposure to infectious diseases or viruses) and property damage and/or loss which exists in connection with the aforementioned risks, dangers and hazards. The Releasers hereby freely accept and assume all such risks, dangers and hazards and accept all liability and cost of every type and nature whatsoever relating to any consequent injury, illness, damage or loss.
3. THE RELEASORS WAIVE ANY AND ALL CLAIMS AGAINST PEDALHEADS USA INC., ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO PEDALHEADS CANADA INC., PEDALHEADS USA INC. AND ATLANTIS PROGRAMS INC.) AND ALL OF ITS AND THEIR RESPECTIVE CURRENT AND FORMER DIRECTORS, OFFICERS, PARTNERS, PRINCIPALS, EMPLOYEES, AGENTS, REPRESENTATIVES,



VOLUNTEERS, SPONSORS AND ADVERTISERS (COLLECTIVELY, THE **"RELEASEES"**). THE RELEASORS ALSO REMISE, RELEASE AND FOREVER DISCHARGE EACH AND EVERY ONE OF THE RELEASEES FROM ANY AND ALL DEMANDS, ACTIONS, CLAIMS, COSTS, EXPENSES, DAMAGES AND LIABILITIES FOR ANY DAMAGE, LOSS, EXPENSE OR INJURY, INCLUDING DEATH, THAT THE RELEASORS MAY SUFFER, AS A RESULT OF THE PARTICIPANT'S PARTICIPATION IN THE PROGRAM, HOWSOEVER ARISING, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF ONE OR MORE OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE BY ONE OR MORE OF THE RELEASEES TO SAFEGUARD OR PROTECT THE PARTICIPANT FROM THE RISKS, DANGERS, AND HAZARDS OF THE PROGRAM (AS DEFINED ABOVE).

4. In the event of an injury or illness to the Participant, Program staff may, on behalf of the Releasees, administer basic first aid to the Participant and may contact an ambulance or seek emergency hospital care in urgent circumstances. The Releasors hereby consent to all of such medical care and intervention and agree to be responsible and liable for any third party costs reasonably incurred by the Releasors in carrying out such medical care and intervention.
5. The Legal Representative agrees to save, indemnify and hold harmless the Releasees from any and all actions, claims, costs, expenses, damages and liabilities (including legal fees and court costs) which may be suffered or incurred by any one or more of the Releasees arising out of, or as a result of or relating in any manner whatsoever to, any injury to persons (including injuries resulting in death) and/or loss of or damage to property, in connection with the participation of the Participant in the Program, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. The Legal Representative further agrees to save, indemnify and hold harmless the Releasees from all actions, claims, costs, expenses, damages and liabilities (including legal fees and court costs) whatsoever which may be imposed upon the



Releasees because of any defect in or lack of capacity to so act and/or to release the Releasees on behalf of the Participant.

6. The assumption of risk, waiver of claims, release and indemnity agreed to herein shall enure to the benefit of the respective heirs, next of kin, executors, administrators, successors and assigns of the Releasees and shall be binding on each of the Releasors and their respective heirs, next of kin, executors, administrators, legal personal representatives, successors and assigns. The provisions hereof and any rights, duties and obligations as between the parties hereto shall be governed by and interpreted solely in accordance with the laws of the jurisdiction where the Program takes place. Any litigation involving the parties shall be within the exclusive jurisdiction of the courts of the jurisdiction where the Program takes place. The provisions of this document are meant to be liberally construed to protect the Releasees to the fullest extent allowed by law.
7. The Releasors acknowledge that they have been afforded the full opportunity to read this Risk Waiver and Indemnity before agreeing to it, and that they have been afforded the prior opportunity to contact the Releasors to discuss the Program and the terms hereof before agreeing to it or completing the Participant's registration. The Releasors election to proceed with registration of the Participant in the Program shall signify unequivocally that the Releasors have read and understood this document and have elected to accept the terms hereof freely and voluntarily.