

ACKNOWLEDGEMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY & RELEASE OF LIABILITY

WARNING: There are significant elements of risk in any adventure, sport, or activity associated with pedal driven cycles including but not limited to bicycles, quadricycles, and unicycles (referred to herein as "activity"), and the use of any equipment. It is up to you to master the basics - moving, maneuvering, shifting gears, braking, and turning - before beginning your activity; to obey all traffic regulations; and to yield to pedestrians. Otherwise you pose a danger to yourself and to others.

ACKNOWLEDGEMENT OF RISKS: I recognize that there are inherent risks in this type of activity. These risks may result in serious injury or death, and include but are not limited to the following: 1) Falls; 2) Collisions with pedestrians, cycles, cycle riders, vehicles, manmade and natural objects; 3) Hazards of trails, routes, or roadways including uneven or unstable surfaces, steep grades, sharp turns, and/or obstructions; 4) The presence of water, sand, gravel, mud, oil, and debris - which may inhibit my ability to maneuver or stop; 5) Cold weather and heat related injuries or illnesses including hypothermia, frostnip, frostbite, heat exhaustion, heat stroke, and dehydration; 6) Inclement weather, varied or severe wind, weather or temperature conditions; 7) Slippery conditions associated with fog drip, rain, other precipitation, and ice; 8) Fog banks which can reduce visibility to near zero; 9) My physical coordination, ability to balance or control a bicycle, the speed at which I travel, and my ability to follow directions; 10) Equipment failure including tire puncture and problems in shifting and/or braking; 11) Loss of or damage to personal property; 12) Accidents or illnesses occurring in remote places where there are no available medical facilities; (13) negligence of others, including employees of Sockeye Cycle; (14) my own negligence, inexperience, fatigue, or failure to follow instructions.

I acknowledge that Sockeye Cycle and its employees seek safety, but they are not infallible. They might make mistakes, including being ignorant of my abilities and limitations and not giving adequate warnings or instructions. By signing this document, I acknowledge that **I AM ULTIMATELY RESPONSIBLE FOR MY OWN SAFETY** during my use of or participation in Sockeye Cycle facilities, equipment, rentals, or activities.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I agree to accept and to assume responsibility for those risks identified herein and those not specifically identified. I certify that I am (we are) physically and mentally capable of participation in this activity. My/Our participation in this activity is purely voluntary. No one is forcing me/us to participate. I/We elect to participate in spite of the risks. Therefore, I assume full responsibility for myself, and any minor children for which I am responsible, for bodily injury, accidents, illness, death, loss of personal property, and any related expenses. I acknowledge that if, during the activity, I/we may experience fatigue, chill and/or dizziness, it may diminish my/our reaction time and increase the risk of an accident. Since head injuries pose a serious risk to bikers, *I/we agree to wear an ANSI Or SNELL approved safety helmet at all times while cycling.*

I assume the risk(s) of personal injury, accidents and /or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, "road rash," and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, brain, neck, and/or spinal injuries; animal bite or attack, insect bite or allergic reaction; shock, paralysis, and/or death.

COVENANT OF GOOD FAITH: I recognize that you, as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or problems in the group; and/or refuse or terminate, the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to cycling objectives.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. I agree that any film or photographs of me/us, as participants, become your property and may be used for promotional or commercial purposes.

RELEASE: In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby voluntarily release, forever discharge, and indemnify and hold harmless: **SOCKEYE CYCLE CO. its subsidiaries and affiliates**, its principals, directors, officers, any agent and/or ticket seller, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from any and all liability, claims, demands, and causes of actions and waive any claims for damage or other claims of any other kind from any cause whatsoever, including claims arising from or in any way connected with my participation in these activities, or my use of Sockeye Cycle's equipment, rentals, or facilities, including any claims that allege negligent actions or omissions of Sockeye Cycle or its employees.

I HAVE READ THIS DOCUMENT. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS. I ACKNOWLEDGE THAT IF ANYONE IS HURT OR KILLED OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN OR USE OF SOCKEYE CYCLE ACTIVITIES, PREMISES, OR EQUIPMENT, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST SOCKEYE CYCLE AND THE OTHER PERSONS AND ENTITIES MENTIONED IN THIS DOCUMENT FOR ANY CLAIM FROM WHICH I HAVE RELEASED THEM BY SIGNING THIS DOCUMENT.