

**HEALTH THROUGH FITNESS IN ORPHAN DISEASES  
d/b/a TEAM CF**

**AGREEMENT ASSUMING ALL RISKS  
AND RELEASING LIABILITY**

TEAM CF is a program conducted and sponsored by Health Through Fitness in Orphan Diseases, a Pennsylvania nonprofit corporation (“HTFOD”). TEAM CF uses cycling as a platform to increase awareness of cystic fibrosis, raise money for cystic fibrosis research, and promote fitness for those with cystic fibrosis. To encourage cycling, Specialized Bicycle Components, Inc. provides bicycles for demonstration rides at retail locations, cycling clinics, and other venues.

I acknowledge:

- That I have been authorized to take a demonstration ride on a Specialized model bicycle owned and provided by Specialized Bicycle Components, Inc.
- That I am competent to perform a safety check and will personally perform a safety check of the demonstration bicycle prior to my ride.
- That I am competent to safely ride the demonstration bicycle and will observe safe riding practices and obey all laws.
- That I will wear all appropriate safety equipment at all times, including a bicycle helmet, while riding the demonstration bicycle.
- That bicycling is inherently dangerous, presenting a great number of risks, such as the risk of falling, colliding with other riders, people, animals, or other objects, encountering hidden obstacles or varying terrain, or the risk of injury from any failure of the bicycle or any of its components.
- That HTFOD makes no representations or warranties, express or implied, regarding the demonstration bicycles.

**Assumption of Risk.** The nature of the demonstration ride has been fully disclosed to me. I consent to participate in the demonstration ride at my own risk, and I voluntarily assume all risks involved in any demonstration ride, use of any demonstration bicycle, and any related activities, including all risks of injury or death.

**Release and Indemnification.** In consideration for being permitted to use any demonstration bicycle and to participate in one or more demonstration rides and any related activities, for myself and for my heirs, executors, administrators and assigns, I waive, release, and forever discharge HTFOD and its affiliates and sponsors, and their respective directors, officers, managers, members, employees, agents, attorneys, volunteers, and representatives, and their respective successors, assigns, heirs, and personal representatives (each an “Indemnified Party”) from all claims, demands, debts, contracts, expenses (including attorney fees and court costs, with or without litigation), causes of action, lawsuits, losses, judgments, damages, and liabilities,

of every kind and nature, whether known or unknown, in law or equity (collectively "Claims"), that I ever had or may have, arising from or in any way related to my participation in one or more demonstration rides, the use of any demonstration bicycle, and my participation in any related activities (including without limitation, any illness, injury, or death), even if any Claim arises out of gross negligence or carelessness on the part of any Indemnified Party. I further agree to indemnify, defend, and hold harmless HTFOD and each Indemnified Party from and against any and all Claims by third parties arising out of or by reason of my participation in one or more demonstration rides, the use of any demonstration bicycle, and my participation in any related activities.

I agree that the forgoing agreement shall be construed to provide the parties being released with the broadest relief possible. If any portion of this agreement is held invalid by a court of competent jurisdiction, the balance shall remain effective. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania (without regard to conflicts of law principles and without the aid of any rule of law requiring construction against the draftsman). Any litigation between the parties shall be filed in courts located only in the Commonwealth of Pennsylvania.

I have willingly signed and intend to be legally bound by this agreement.

Print Rider's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Accepted on behalf of Health Through Fitness in Orphan Diseases

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**FOR MINOR RIDER**

If demo rider is under age 18, the agreement must be signed by both parents and the following additional terms apply.

- Each of the undersigned parent(s) or legal guardian(s) of the minor child named below is entering into this agreement on his or her own behalf and on behalf of the minor child.
- I represent that I am the parent or legal guardian of the child named below, and my child has the necessary skills to participate in all reasonably anticipated aspects of any demonstration ride and any related activities.

- I give my unqualified consent for my child to participate in one or more demonstration rides and any related activities. I will supervise and be responsible for my child’s behavior.
- I consent to my child’s participation in one or more demonstration rides at his or her own risk, and I voluntarily assume, on behalf of my child, all risks involved in any demonstration ride, use of any demonstration bicycle, and any related activities.
- In consideration for my child’s being permitted to participate in one or more demonstration rides and any related activities, for my child and myself and for our heirs, executors, administrators and assigns, I waive, release, and forever discharge HTFOD and its affiliates and sponsors, and their respective directors, officers, managers, members, employees, agents, attorneys, volunteers, and representatives, and their respective successors, assigns, heirs, and personal representatives (each an “Indemnified Party”) from all claims, demands, debts, contracts, expenses (including attorney fees and court costs, with or without litigation), causes of action, lawsuits, losses, judgments, damages, and liabilities, of every kind and nature, whether known or unknown, in law or equity (collectively “Claims”), that my child or I ever had or may have, arising from or in any way related to my child’s participation in one or more demonstration rides, the use of any demonstration bicycle, and my child’s participation in any related activities (including without limitation, any illness, injury, or death), even if any Claim arises out of gross negligence or carelessness on the part of any Indemnified Party. I further agree to indemnify, defend, and hold harmless HTFOD and each Indemnified Party from and against any and all Claims by my child or third parties arising out of or by reason of my child’s participation in one or more demonstration rides, the use of any demonstration bicycle, and my child’s participation in any related activities.

Name of Child: \_\_\_\_\_

Name of First Parent or Legal Guardian: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Name of Second Parent or Legal Guardian: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Accepted on behalf of Health Through Fitness in Orphan Diseases

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_