

CYCLE CRAFT
CONTINUING WAIVER & RELEASE FORM

I, _____, (the "Participant") intending to be legally bound, understand and agree that I am voluntarily participating in the Activities described below at my own risk and that I agree to be bound by the terms of this Continuing Waiver and Release. This Continuing Waiver and Release shall apply to all Activities provided and/or sponsored by Katzendag, LLC d/b/a Cycle Craft located at 99 Route 46 East, Parsippany, New Jersey 07058 and LV Bikes, LLC d/b/a Cycle Craft located at 8 West Mill Road, Long Valley, New Jersey 07853 (hereinafter collectively referred to as "Cycle Craft").

Because physical exercise, including, but not limited to, using any exercise or biking equipment or participating in any exercise or biking activity, can be strenuous and is subject to risk of serious injury. Participant (each member, guest, and all participating family members) represents that he or she has the fitness and physical capability to participate in the Activities and possesses appropriate skill and capability to operate a bicycle in all conditions, including, but not limited to, indoor, outdoor and trainer settings. You (each member, guest, and all participating family members) agree that if you ever engage in any physical exercise or activity, or use any Cycle Craft amenity or equipment on the premises or off premises including in-store or independent demo days and/or onsite equipment testing and/or any indoor training rides with Cycle Craft and/or any sponsored Cycle Craft event (including, but not limited to, outdoor bike rides on public roads, social rides, trail rides, mountain biking, off road biking and outdoor training rides) (hereinafter collectively referred to as "Activities"), you do so **entirely at your own risk**. Any recommendation for changes in diet including the use of food supplements and/or strength or endurance related products are entirely your responsibility and you should consult a physician prior to undergoing any dietary or food supplement changes. You forever agree that you are voluntarily participating in the Activities and use of these facilities, equipment and premises **and assume all risks** of injury, illness, or death. We are also not responsible for any loss of your personal property.

You further specifically acknowledge that there are inherent risks to the Activities and riding bicycles, both indoors or outdoors, and that while riding on public roads and trails (including off road mountain biking), there are risks and dangers entirely beyond the control of Cycle Craft. Cycle Craft makes no claim or representations of suitability for any road, trail, indoor ride trainer, or parking lot on which a ride event or Activities may take place. On indoor rides, Cycle Craft highly recommends removing bike cleats before walking on the floor.

This Continuing Waiver and Release of liability includes, without limitation, all injuries which may occur as a result of, (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training, indoor training ride or instruction, (b) your use of all amenities and equipment of Cycle Craft and your participation in outdoor ride, outdoor training, social ride or equipment demonstration, (c) the malfunctioning of any equipment, (d) our instruction, training, supervision, or dietary recommendations, and (e) your slipping and/or falling while in Cycle Craft, or on Cycle Craft premises, including adjacent sidewalks and parking areas.

You acknowledge that you have carefully read this "Continuing Waiver and Release" and fully understand that it is a **release of liability**. You, on behalf of yourself, your successors in interest, heirs, assigns, and representatives, expressly agree to forever release, discharge, and hold

harmless Cycle Craft, and all affiliates, employees, agents, representatives, successors, or assigns, together with their insurers, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against Cycle Craft for personal injury (including death), property damage, or any other loss whatsoever.

To the extent that statute or case law does not prohibit releases for negligence and/or gross negligence, this Continuing Waiver and Release is also for negligence and/or gross negligence on the part of Cycle Craft, its agents, and employees.

If any portion of this Continuing Waiver and Release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this Continuing Waiver and Release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

By signing this release, I acknowledge that I understand its content and that this Continuing Waiver and Release cannot be modified orally.

This Continuing Waiver and Release is a continuing obligation, meaning that it is a perpetual waiver and release, and will cover any and all Activities engaged in by Participant with Cycle Craft.

Participant agrees that a scanned version of the signed Continuing Waiver and Release is acceptable and binding as the original.

This Continuing Waiver and Release will be governed by and subject to the laws (except the choice of law principles) and exclusive jurisdiction of the courts of the State of New Jersey.

Date: _____
Signature of Participant

*Must be signed also by parent or legal guardian if the Participant is under age 18 on the date this Continuing Waiver and Release is signed. I, the undersigned, hereby certify that I am the parent or legal guardian of the Participant, and as such and on behalf of the Participant and I hereby, in accordance with the terms of such Continuing Waiver and Release, release and hold harmless Cycle Craft (as defined above) from all liabilities.

Date: _____
Signature of Parent/Guardian