

Ridgefield Bicycle Club, Inc

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement")

In consideration of being permitted to participate in the Club Activities, Participant, for himself, minor child, personal representatives, assigns, heirs, next of kin, and any other potential claimant, agrees to the following.

Club: The following entities and people are included in the definition of "Club" in this Agreement. Included in the definition of "Club" are the Ridgefield Bicycle Club, Inc, Ridgefield Cycle & Sport, LLC, and the USA Triathlon of Colorado as well as all of their related or affiliated entities, officers, directors, administrators, operators, owners, independent contractors, agents, servants, representatives, employees, volunteers, organizers, members, ride leaders, ride participants, sponsors, advertisers, bicycle shops, law enforcement agencies and other public entities providing support, other affiliated people, and successors and assigns. "Club" also includes permittees, owners, or lessors of the premises on which any Activity takes place. This is intended to be a broad definition, including all entities and people associated with, providing services to, or working with the Club. A "Participant" is any person participating in an Activity.

Activities: The Club conducts various activities, which include bicycling, social events, training, group rides, road rides, mountain bike rides, races, events, equipment rentals, medical care, rescue operations, and other activities on its facilities and equipment or the facilities and equipment of others. All of these activities are included in the term "Activity or Activities" in this Agreement. This is intended to be a broad definition, including all current or future activities of the Club, whether foreseeable or not.

Acknowledgment of Risk: The Participant acknowledges the following risks from the Activities: permanent catastrophic injuries, disfigurement, disability, personal injury, illness, death, accidents, collisions (with other participants, spectators, vehicles, and objects), adverse weather, imperfect course conditions, hazards (water, road, and surface), equipment failure, inadequate safety measures, the transmission of Covid-19 or other infectious diseases, and other risks. Participant further acknowledges the Activities may be conducted over public roads, facilities open to the public, private property, in the woods, and on rough terrain with natural and man made obstacles. The Activities may be conducted in groups, in combination with other people, and in places and with equipment provided from various sources. In addition, there are other undefined risks that may not be foreseeable or presently known. All of these risks, potential risks, and conditions are collectively the "Risk" or "Risks". This is intended to be a broad definition, including all risks emanating from the Activities, whether specifically enumerated or not.

Acknowledgment of Covid-19 and other Infectious Disease Risks and Representations: The Participant acknowledges that the Activities involve interaction with other people, equipment, and facilities and that there is a risk of transmission of disease. The Participant understands the contagious nature of Covid-19 or other infectious diseases, and it is impossible for the Club to conduct the Activities without some risk of transmission. Participant understands he/she increases his/her risk of infectious disease by participating in the Activities. In order to participate in the Activities and to prevent transmission or risks to the others participating in the Activities, Participant makes the following representations: (a) I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, shaking with chills, muscle pain, headache, sore throat, or loss of taste or smell, (b) I have not traveled internationally or to a highly impacted area within the United States of America within the last 14 days, (c) I do not believe I have been exposed to someone with a suspected or confirmed case of Covid-19 or another infectious disease, (d) I have not been

diagnosed with Covid-19 or other infectious diseases, and (e) I am following all CDC recommended guidelines as much as possible and limiting my exposure to Covid-19 or other infectious diseases. It is my affirmative duty to ensure the representations are true for any Activity I attend.

Assumption of Risk: Participant intends to participate in these Activities, assume all Risks related to them, not sue or seek compensation from the Club, and agree to indemnify them if there is a recovery from them as a result of my participation in an Activity. The Participant knows these Risks may be caused by his/her own actions or inactions, the actions or inactions of others or the Club participating in the Activity, or the terrain, facilities, or conditions in which the Activity takes place. Also, there may be other risks or losses either not known to Participant or not readily foreseeable at this time. The Participant understands the scope, nature, and extent of the Risks and voluntarily chooses to incur and expressly assume such Risks. The Participant also agrees the Club has no obligation for his/her personal safety, rescue, or medical care, and its personnel do not have formal training in, or responsibility for, leading, riding, guiding, rescue, or medical care.

Release from Liability: The Participant releases and waives any claims Participant may have against the Club to the fullest extent allowed by law from any and all causes of action, claims, demands, damages, liability, loss, or injury arising directly or indirectly to the Participant or the Participant's property while participating in the Activities. This release applies whether such loss, damage, or injury results in whole or in part from the negligence, gross negligence, actions, or inaction of the Club in its Activities.

Covenant Not to Sue: The Participant agrees never to institute any suit or action at law, equity, or otherwise against the Club as a result of the Activities. The Participant further agrees not to initiate or assist in the prosecution of any claim for damages or cause of action which the Participant, the Participant's heirs, executors, or administrators may have because of injury to the person or property of the Participant or others arising from the Activities contemplated by this Agreement against the Club.

Indemnity Against Claims: The Participant will indemnify, save and hold harmless the Club from any and all losses, claims, actions, or proceedings of every kind and character that may be presented or initiated by any other persons or entity and that arise directly or indirectly from the activities of the Participant while engaged in the Activities contemplated by this Agreement.

Obligation to Pay Expenses: The Participant agrees to pay all the litigation costs of the Club, including all reasonable attorney fees, court costs, and disbursements incurred in any action or suit arising from, or in part from, any of the Activities contemplated by this Agreement which arise from the Participant.

Term and Continuation of Obligation: This Agreement will remain in effect for the entire time Participant participates in any Activities. The Participant agrees and acknowledges that the terms and conditions of the foregoing assumption of risk, release from liability, covenant not to sue, indemnity against claims, and obligation to pay expenses shall continue in effect at all times, including after Participant ceases to participate in the Activities. This Agreement also shall be binding upon the Participant's estate, heirs, executors, and administrators.

Representation and Warranties: The Participant represents and warrants the following: (a) any equipment used in the Activities is well maintained and in good working condition, (b) he/she will use an ANSI, SNELL or CPSC approved helmet during any and is responsible for providing his/her own food, water, and maintenance equipment, (c) he/she has the mental and physical capability to participate safely in the Activities, (d) he/she is not under the influence of alcohol or drugs, (e) he/she has the capability to enter into this Agreement, (f) the representations in the infectious disease section are true, and (g) he/she will immediately discontinue further participation in the Activities of his/her own volition if he/she feels it is unsafe, he/she is or becomes physically impaired, or they are uncomfortable with the situation for any reason.

Media Release and Emails: The Participant agrees that Club may use photos/videos taken during the Activities, which may include Participant's images in print or digitally for promotion, advertising, copyright, or marketing. Participant agrees the Club may periodically send emails with information, notices, and events.

Miscellaneous: If any portion of this Agreement is held to be invalid, the remainder shall continue in full force and effect. I agree all disputes under this Agreement will be settled by Connecticut Courts applying Connecticut Law.

Signing Voluntarily, Fully Informed, and Minors: By signing below, the Participant acknowledges that he or she has read all of the provisions in this Agreement. The Participant fully understands the terms and conditions expressed in this Agreement, understands he/she is giving up significant rights, and freely accepts the provisions of this Agreement. The Participant should not sign this Agreement or participate in the Activity if he or she does not fully understand the provisions or their implications. If Participant has any questions concerning the terms and conditions of this Agreement, Participant should consult a lawyer before executing this Agreement or participating in the Activities. It is a condition to participation in an Activity to execute this Agreement. Participant represents that he/she is at least eighteen years of age. If Participant is not eighteen years of age, Participant represents he/she is accompanied by an adult who can and does legally execute this waiver on his/her behalf.