

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Name of Rider: _____ ("Rider")

Requested Activity: Store Social Bike Ride

I HEREBY ASSUME ALL THE RISKS ASSOCIATED WITH RIDING IN AND/OR PARTICIPATING IN THE REQUESTED ACTIVITY SPECIFIED ABOVE. I recognize that participating in bicycle rides, including organized group rides, is an inherently dangerous activity. By executing this Assumption of Risk and Release of Liability, I agree to fully accept the risks associated with the Requested Activity specified above. This assumption of risk and release of liability expressly includes, but is not limited to, risks that may arise from bicycle riding, as well as the negligence, future negligence, or carelessness of any of the Released Parties, dangerous or defective equipment, and any defect or dangerous condition encountered by the Rider during the Requested Activity (regardless of whether the defect or dangerous condition occurs in a location that had been planned or examined by the Released Parties).

In consideration of being allowed to participate in the Requested Activity, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I (for myself, my successors, my heirs, and my assigns) do hereby **FULLY RELEASE AND FOREVER DISCHARGE** Retail Concepts, Inc. (DBA Sun and Ski), their agents, officers, sponsors, servants, employees, insurers, vendors, successors, subsidiaries, affiliates, partners, assigns, and all persons, organizations or other entities in privity with any of the above of and from any and all liability, damages (of any kind or character), losses, claims (of any kind or character), debts, demands, causes of action (at law or in equity), suits, liens, sums of money, contracts, agreements, judgments, controversies and liabilities whatsoever that could arise by my death, disability, personal injury, property damage, or losses of any kind that could result from my participation in the Requested Activity specified above. I further promise not to sue any Released Party as a result of my participation in the Requested Activity specified above.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PROVISIONS SET FORTH IN THIS ASSUMPTION OF RISK AND RELEASE OF LIABILITY SHALL APPLY EVEN IF SUCH ACCIDENTS, MATTERS, OR EVENTS ARE OR WERE CAUSED BY, AROSE IN CONNECTION WITH, OR RELATE TO, IN WHOLE OR IN PART, ANY ACTIONS, OMISSIONS, OR SOLE, JOINT, SEVERAL, CONTRIBUTORY, OR COMPARATIVE ACTUAL OR ALLEGED NEGLIGENCE, STRICT LIABILITY, OR BREACH OF ANY DUTY OR OBLIGATION ON THE PART OF THE RELEASED PARTIES.

This Assumption of Risk and Release of Liability shall be governed by Texas law and shall be broadly construed to provide the maximum release and waiver allowed by applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS AN EXPRESS RELEASE OF LIABILITY AND A CONTRACT, AND I SIGN THIS WAIVER AND RELEASE OF MY OWN FREE WILL.

Signature of Rider: _____

Date: _____