

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

— DO NOT CONSENT WITHOUT READING —

In consideration of participating in the **Ride for Opportunity** bicycle ride (“Ride”) on September 14, 2019, at Hometown USA Community Park in Verona, WI and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Opportunity 34 Foundation, Inc. and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as “Releasees”), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that the sport of biking involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Participating in the Ride could include risks such as death, paralysis, broken bones, torn ligaments, or bruises as a result of falls or failing equipment; participants being struck by vehicles or other bicycle riders; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment and safety measures, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. **This release does not apply to claims arising from intentional conduct.** Should Releasees or anyone acting on their behalf be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in the Ride, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so in Wisconsin, and I further agree that the laws of Wisconsin shall apply to all legal actions resulting from my participation in the Ride as well as to this agreement.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By consenting to this document, I agree that if I am hurt or my property is damaged during my participation in the Ride as a result of the negligence of Releasees, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, if I so chose, the opportunity to consult with legal counsel prior to consent. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity may be significantly greater if I were to choose not to consent to this agreement, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**