

Rider Acknowledgment & Liability Release
(Mandatory for Participation)

Rider Name: _____

Rider's Parent/Legal Guardian Name: _____

The undersigned hereby agrees to the following:

1. Assumption of Risk:

I, _____, am the above indicated Rider's parent or legal guardian and, for myself and on behalf of said Rider, have fully read the accompanying iCan Bike Rider Registration Form and the related materials made available to me describing the iCan Bike program ("Camp"), and I am aware of, understand, and assume the unavoidable risks of the inherently dangerous activity of bicycling, which involves movement and physical exertion that could result in, but not be limited to, severe bodily injury or death.

I further understand and acknowledge that some bicycles have a handbrake connected to the front wheel posing a significant safety risk to riders being dislodged from the bicycle over the handlebars to the extent such handbrake is squeezed too firmly while riding. I also understand and acknowledge that iCan Shine, Inc. ("iCan Shine") has a practice of teaching bicycle braking using handbrakes connected to the rear wheel only to mitigate this risk. To alleviate the risk of bodily injury to said Rider, in the absence of my explicit request that such front wheel handbrake disengagement not occur, I hereby consent to iCan Shine disengaging any front wheel handbrake affixed to said Rider's personal bicycle brought to camp.

2. Release of Liability:

In consideration of iCan Shine, its affiliates, _____ *[insert Host name]*, and _____ *[insert Facility name]* allowing the above named Rider's and MY participation in the Camp, I, for myself and on behalf of said Rider, our

heirs, administrators, personal representatives or assigns, hereby agree to release, indemnify, hold harmless and discharge iCan Shine, its owners, agents, employees, officers, executives, directors, representatives, affiliates, assigns, Rainbow Trainers, Inc., [Insert Host and Facility Names] and their volunteers, agents, employees, and officers of and from all claims, demands, causes of action, and liability, whether the same be known or unknown, anticipated or unanticipated, even if caused, in whole or part, **BY THE NEGLIGENCE OF ANY OF THE FOREGOING**. I further agree that I shall not bring any claims, demands, legal action and causes of action, against iCan Shine and/or any of the foregoing for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by said Rider or ME in relation to the facility and/or operations of the Camp, which shall include, but not be limited to, riding, driving, training, handling, or otherwise being near both conventional two-wheeled bicycles as well as the adapted and/or modified biking equipment used by iCan Shine at the facility during the Camp, whether or not such bicycles and equipment are owned by iCan Shine, or in the care, custody, or control of iCan Shine.

3. Indemnification:

If, despite this release, I, the above named Rider or anyone on said Rider's behalf makes a claim against iCan Shine or any of the foregoing, I agree to indemnify and hold harmless iCan Shine and the foregoing from any litigation expenses, attorney's fees, loss, liability, damage, or cost that they may incur due to the claim(s) made against iCan Shine and the foregoing related to any of the activities or associated activities outlined above.

Further, I hereby expressly acknowledge that photographs and/or videos of said Rider could be taken by parties outside the control of iCan Shine and [insert Host and Facility names] in connection with participating in the Camp. I acknowledge that iCan Shine and [insert Host and Facility names] have limited or no control over such activities of third parties and have no control over any editing and/or use of such photos and/or video footage.

Signature of Rider's Parent/Legal Guardian: _____

Media and Data Collection Release

(NOT mandatory for participation)

I give permission for said Rider to be photographed and/or videotaped and later published in print or electronic media by iCan Shine or [insert Host and Facility names] or third parties acting on behalf of iCan Shine or [insert Host and Facility names]. I acknowledge and agree that photographs and videos may be edited and used in whole or in part as desired for these purposes, and may be produced, duplicated, distributed and used for informational, promotional, or other public purposes. I understand that photographs and videos are not my property and I will not be compensated for them. I understand and authorize the use in writing or otherwise the name or identity of said Rider.

Further, I understand that data collected from this program will be used to help the camp operate effectively relative to appropriate progressions, bike sizing and behavior management. I acknowledge that I may be contacted in the future for follow up information pertaining to rider progress, status or for other requests to support the future development and success of the program.

Signature of Rider's Parent/Legal Guardian: _____