

RELEASE OF LIABILITY AND AGREEMENT TO ARBITRATE

(READ CAREFULLY)

(Please Print Information) ALL BLANKS MUST BE FILLED IN.

Participant Name: _____ Date of Birth: _____
Mailing Address: _____ City _____ Zip _____
Email Address: _____ Phone: _____
Parent(s) or Guardian(s): _____
Emergency Contact (name and phone number): _____

Client/Participant Parent/Guardian Volunteer Visitor

If completing and signing this form on behalf of a minor or legal ward (referred to herein as a “Minor Participant/Ward”), please check this box:

I acknowledge that MOBCYCLE is willing to allow me to engage in physical training, cycling, and exercise activities on MOBCYCLE’s premises. Such activities may include the riding of stationary bicycles; use of all forms of exercise equipment, including weights; other exercise activities; activities and conduct incident to exercise, including use of showers and related facilities; and interaction with MOBCYCLE employees, volunteers, interns, clients, and other guests while on MOBCYCLE’s premises (the “Activities”). I would like to participate in these Activities. In exchange for MOBCYCLE allowing me to engage in these Activities, I agree to all of the terms and conditions set forth in this Release of Liability and Agreement to Arbitrate and all addenda hereto (the “Agreement”).

1. Acknowledgment of Risk.

I understand that there are risks and dangers inherent with my engagement in the Activities, including but not limited to possible property damage, personal injury or death. I understand that there are specific risks and dangers inherent with my engagement in exercise activities that include, but are not limited to, personal injury arising out of and/or related to the use of exercise equipment and physical exertion related to that use.

I agree to be solely responsible for safety and well-being of myself and my Minor Participant, if any; and for the use of the facilities and equipment.

I agree to comply with all rules imposed by MOBCYCLE regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I further understand that, in addition to all of those inherent risks and dangers, there is a pandemic known as the novel coronavirus disease (“COVID-19”) that may be transmitted by in-person interaction with other people or animals and by contact with surfaces where the novel coronavirus (“Novel Coronavirus”) could be present or by contact

with airborne Novel Coronavirus particles. I understand that MOBCYCLE cannot guarantee that its guests (or any persons on its premises), employees, volunteers, interns, clients, and other persons are not carrying the Novel Coronavirus or experiencing any disease that it may cause, including but not limited to COVID-19. Further, I understand that MOBCYCLE cannot guarantee that surfaces located on its premises are free of the Novel Coronavirus. I understand that there are risks and dangers from my engagement in the Activities that include exposure to the Novel Coronavirus and/or COVID-19 and that such exposure could result in personal injury or death.

2. Assumption of Risk.

I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE INHERENT RISKS AND DANGER INVOLVED, AS WELL AS THE SPECIFIC RISKS AND DANGERS POSED BY THE NOVEL CORONAVIRUS, AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF OTHERS OR OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW.

3. Medical Treatment.

I hereby give consent and authority to MOBCYCLE to obtain medical treatment on my behalf or on behalf of the Minor Participant/Ward, if I or the Minor Participant/Ward are injured or require medical attention during participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless MOBCYCLE from any claim whatsoever in connection with such treatment or other medical services. In the event MOBCYCLE incurs costs related to or arising out of medical treatment on my behalf or on behalf of the Minor Participant/Ward, I understand that I am 100% responsible for reimbursing MOBCYCLE for all such costs in full.

4. Waiver and Release of All Claims.

I hereby expressly waive and release any and all claims, whether known now or in the future, against MOBCYCLE, and its officers, directors, employees, volunteers, agents, affiliates, interns, successors, and assigns (collectively, “**Releasees**”), on account of injury, illness, death, or property damage arising out of or attributable to my engagement in the Activities, INCLUDING CLAIMS ARISING OUT OF THE NEGLIGENCE OF MOBCYCLE, ITS OWNERS, EMPLOYEES, VOLUNTEERS, INTERNS, AGENTS AND OTHER CLIENTS OF MOBCYCLE. I promise not to make or bring any claim for bodily injury or property damage against MOBCYCLE or any other Releasees and forever release and discharge MOBCYCLE and all other Releasees from liability under such claims.

5. Indemnity.

I agree to and shall defend, indemnify, and hold harmless MOBCYCLE and any other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of or resulting from any claim of a third party related to the Activities.

6. Confidentiality and Privacy Policy.

I understand that privacy is a significant concern and a sensitive issue for MOBCYCLE's clients and their families. I understand that solicitation of MOBCYCLE's clients in any form is not permitted. I shall keep confidential all medical, social, referral, personal, and financial information regarding all MOBCYCLE clients, employees, volunteers, interns, and their families indefinitely.

7. Multi-Media Use.

I understand that opportunities may arise for MOBCYCLE to spotlight participants in its marketing publications and that MOBCYCLE may also be contacted by media or news outlets to do stories about specific programs, classes, or activities. When these opportunities occur, the publications may include images (scanned photograph, digital photograph, video) or information regarding the participant's participation in the program or activity being spotlighted.

- I do agree
- I do not agree

that images of me or my Minor Participant/Ward may be used for promotional purposes by MOBCYCLE, but will not be used by other organizations without additional written consent.

8. Entire Agreement.

This Agreement constitutes the sole and entire agreement between MOBCYCLE and me with respect to MOBCYCLE's liability to me or the Minor Participant/Ward (if parent(s)/legal guardian(s) signed on behalf of minor child or legal ward) for injury, illness, death, or property damage.

9. Enforceability.

If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. I understand that this Agreement shall be binding upon me, my heirs, executors, successors, and beneficiaries.

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule.

10. Dispute Resolution.

Any dispute, controversy, or claim arising out of or related to this Agreement or the use of MOBCYCLE's property shall be submitted to and decided by binding arbitration. I agree to pay 50% of any costs related to such arbitration and agree that each party to the arbitration shall bear its own attorney fees related to such arbitration. I agree that the maximum amount that any arbitrator shall have power to award is \$5,000 and only for the compensation of bodily injury or property damage.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE MOBCYCLE AND ALL OTHER RELEASEES.

Signature: _____ **Date:** _____
(Parent or Legal Guardian signature required if participant is under age 18 years)

**PARENT OR LEGAL GUARDIAN’S AUTHORIZATION FOR
CONSENT TO AGREEMENT, AGREEMENT TO INDEMNIFY,
AND AGREEMENT TO ARBITRATE**

I am the parent or legal guardian of the Minor Participant/Ward named below and I do hereby grant permission Minor Participant/Ward to perform, participate, and engage in the Activities.

By my signature below, I hereby acknowledge that I have read, understand, and consent to this Agreement. BY SIGNING, I UNDERSTAND THAT I AM AGREEING TO BE BOUND BY ALL PROVISIONS OF THE AGREEMENT, INCLUDING THE PROMISE TO INDEMNIFY MOBCYCLE AND ALL OTHER RELEASEES AS INDICATED IN PARAGRAPH 5 OF THE AGREEMENT AND THE AGREEMENT TO SUBMIT ALL DISPUTES TO BINDING ARBITRATION AS INDICATED IN PARAGRAPH 10 OF THE AGREEMENT.

Minor Participant/Ward Name: _____

Parent or Legal Guardian Name: _____

Mailing Address: _____ City _____ Zip _____

Email Address: _____ Phone: _____

Signature: _____

Date: _____

**ADDENDUM: AGREEMENT TO PROTECT AGAINST SPREAD OF
NOVEL CORONAVIRUS**

(Please Print Information) ALL BLANKS MUST BE FILLED IN.

Name: _____ Date of Birth: _____
Mailing Address: _____ City _____ Zip _____
Email Address: _____ Phone: _____
Parent(s) or Guardian(s): _____
Emergency Contact (name and phone number): _____

I understand that it is my responsibility to take measures to prevent and reduce the spread of the Novel Coronavirus while engaging in activities on MobCycle's premises. In exchange for MobCycle authorizing me to engage in Activities on premises it owns or leases, I agree to the following:

1. Washing my hands immediately before and after all Activities.
2. Maintaining appropriate physical distance from others at all possible times.
3. Not entering onto MobCycle's premises (a) if I have been in contact with someone known or suspected to be infected by Novel Coronavirus; (b) if I have been diagnosed as being infected by Novel Coronavirus; or (c) if I have been running a fever within three (3) days prior to my visit to MobCycle's premises.

**NOTE THAT PARENTS AND GUARDIANS SIGNING THIS ADDENDUM ON
BEHALF OF A MINOR PARTICIPANT/WARD ARE AGREEING TO ABOVE FOR
THEMSELVES AND THE MINOR PARTICIPANT/WARD.**

Signature: _____ **Date:** _____
(Parent or Legal Guardian signature required if participant is under age 18 years)