

O'Wheelies Summer Camp Registration

Session # _____

Child's Name: _____

Age: _____

Gender: ☐ Male ☐ Female ☐

Date of Birth: _____

Parent/Guardian Information

Name: _____

Relationship to Child: _____

Email Address: _____

Phone Number: _____

Alternate Contact Number: _____

Emergency Contact Information

Name: _____

Relationship to Child: _____

Phone Number: _____

Medical Information

Allergies (if any): _____

Special Dietary Needs: _____

Current Medications: _____

Other Medical Conditions: _____

WAIVER AND RELEASE OF LIABILITY

I, myself, or as the parent/legal guardian of an O'Wheelies Bicycle Co., LLC. participant understand that I/he/she (hereinafter referred to as "participant" will be engaging in activities at O'Wheelies Bicycle Co., LLC.; and while in the course of such activities, said participant may have direct contact and exposure to staff and other participants (hereinafter referred to as "others"), outdoor equipment including play and bicycle equipment as well as bicycle rides (hereinafter referred to as "outdoor equipment and bicycle"), facility surfaces and other various appliances, equipment, and tools (hereinafter referred to as "bike tools"), associated with riding bicycles and outdoor activities. I further understand that such tools, exposure to others, outdoor equipment and rides around town are capable of causing serious personal injury, illness, and/or property damage. Having knowledge of the risks associated with bicycle rides, outdoor activities and the use of bicycle tools, exposure to others, and outdoor equipment and bicycle rides, I agree to assume those risks, and to forever release, indemnify, and hold harmless O'Wheelies Bicycle Co., L.L.C., and/or any of its Officer(s), Director, Employees, Agents, Contractors, or Representatives ("O'Wheelies"), for any and all personal injury, illness resulting from exposure to viral, bacterial, fungal or personal allergens, and/or property damage which could potentially result from participant's engagement in any activities while a patron of O'Wheelies Bicycle CO., L.L.C. Further, I give O'Wheelies Bicycle Co., L.L.C., the authority to seek emergency medical treatment for participant, should it be deemed warranted by O'Wheelies Bicycle Co., LLC. and/or anyone under its employ. I know of no medical or other condition that would prevent participant from engaging in activities at O'Wheelies Bicycle Co, L.L.C. I also grant O'Wheelies Bicycle Co, LLC. the right to photograph, reproduce, and use participant's picture, silhouette, and other reproductions of physical likeness, in connection with any of O'Wheelies Bicycle Co., LLC. promotions.

Child's Name: _____

Date of Birth: _____

Parent/Guardian Information

Name: _____

Relationship to Child: _____

Email Address: _____

Phone Number: _____

O'Wheelles's Bicycle Co., LLC. Agreement and Waiver

O'WHEELIES BICYCLE CO., LLC. AGREEMENT AND LIABILITY WAIVER ("Agreement and Waiver")

PLEASE READ THE FOLLOWING AGREEMENT AND WAIVER CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. BY PROCEEDING WITH REGISTERING FOR THE EVENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ THE AGREEMENT AND WAIVER AND AGREE TO THE TERMS SET FORTH BELOW.

Though you still need to read the entire document, some of the key points of this Agreement and Waiver are highlighted here:

- The activity for which you are registering (the "O'Wheelies Summer Camp") may be physically challenging and pose a risk of discomfort, illness, injury, and even death. It is your responsibility to ensure that you are in sufficient physical condition to participate in the Event without risk to your health or your life. We do not conduct health or fitness checks on entrants.
- Some Events may pose certain risks to participants and observers. We cannot remove risks to participants and observers and, accordingly, you participate and/or observe at your own risk.
- Where you have registered or entered on behalf of anyone under the age of 18 or have accompanied anyone under the age of 18 to observe the Event, you also agree to the contents of this Agreement and Waiver on behalf of the person under 18.

In consideration of being permitted to register and/or participate in and/or observe the Event, on behalf of yourself and any personal representatives, assigns, heirs, executors, successors, next of kin, and persons supported by you (if relevant under the applicable laws), you understand that:

1. Authority to Register and/or to Act as Agent. You represent and warrant to O'Wheelies Bicycle Co., LLC. that you have full legal authority and capacity to complete the registration for the Event, including this Agreement and Waiver, on behalf of yourself and/or, where applicable, any party for whom you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, (a) "Active" means and includes O'Wheelies Bicycle Co., LLC, its partners, licensors, and any and all subsidiaries, affiliated entities, or entities that control, are controlled by, or are under common control with O'Wheelies Bicycle Co., LLC. singly or together and its and each of their officers, employees, contractors, subcontractors and agents and each of their agents, representatives, successors and assigns; and (b) "you" or "your" means and includes you (as an individual) and all other Registered Parties for whom you are registering, and by virtue of agreeing to this Agreement and Waiver, for whom you are waiving certain rights.

If you are registering a child under the age of 18 or an incapacitated adult, you represent and warrant that you are the parent or legal guardian of that party and have the legal authority and capacity to enter into this Agreement and Waiver on his/her behalf and by proceeding with registration for the Event, you agree that the terms of this Agreement and Waiver shall apply equally to all of the Registered Parties. To the extent permitted by law, each person agreeing to this Agreement and Waiver for him/herself and/or on behalf of another Registered Party (including, without limitation, any minor) agrees to indemnify, defend, and hold O'Wheelies Bicycle Co., LLC. harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys's fees) of any kind or nature (each, a "Liability" and collectively "Liabilities") in the event the Liability arises because a Registered Party is found by a court of competent jurisdiction to not be bound by the terms and conditions of this Agreement and Waiver. In addition, if, despite this Agreement and Waiver, any of the Registered Parties makes a claim against O'Wheelies Bicycle Co., LLC., you agree, immediately upon request or demand by O'Wheelies Bicycle Co., LLC., to defend, indemnify, and hold O'Wheelies Bicycle Co., LLC. harmless from all Liabilities which may be incurred as the result of such claim.

2. ASSUMPTION OF RISK. IN CONSIDERATION OF THE ACCEPTANCE OF YOUR REGISTRATION AND PARTICIPATION IN THE EVENT, YOU ASSUME FULL AND COMPLETE RISK AND RESPONSIBILITY FOR ANY DISCOMFORT, ILLNESS, INJURY, OR ACCIDENT WHICH MAY OCCUR WHILE YOU ARE PREPARING FOR THE EVENT, DURING THE EVENT, WHILE YOU ARE ON THE PREMISES OF THE EVENT, ANY PLACES THE EVENT MAY TAKE US WHILE ON BICYCLE RIDES, OR WHILE YOU ARE TRAVELING TO OR FROM THE EVENT. YOU UNDERSTAND THAT, DEPENDING ON THE NATURE OF THE EVENT, PARTICIPATING IN THE EVENT MAY BE HAZARDOUS, AND THAT YOU SHOULD NOT ENTER AND PARTICIPATE UNLESS YOU ARE IN SUFFICIENT PHYSICAL CONDITION TO PARTICIPATE. IF NEEDED, YOU SHOULD CONSULT YOUR DOCTOR BEFORE PARTICIPATING IN THE EVENT. IF APPLICABLE, YOU ACKNOWLEDGE AND AGREE

THAT THE EVENT MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. YOU ALSO ACKNOWLEDGE AND AGREE THAT PARTICIPATION IN THE EVENT MAY CARRY WITH IT CERTAIN INHERENT RISKS AND DANGERS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM RISK OF MINOR DISCOMFORT TO CATASTROPHIC INJURIES INCLUDING PERMANENT DISABILITY AND DEATH. YOU ARE AWARE OF AND ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE EVENT, INCLUDING, WITHOUT LIMITATION, RISKS OF PERMANENT INJURY OR DEATH DUE TO FALLS, OBSTACLES, CONTACT WITH OTHER PARTICIPANTS, ACTS OR OMISSIONS OF OTHER PARTICIPANTS, EFFECT OF WEATHER, TRAFFIC AND CONDITIONS OF ANY ROAD.

3. Representations. You represent and warrant that you are in sufficient physical condition to safely participate in the Event, and have no medical condition that would make your participation in the Event more hazardous. You consent to medical care and transportation in order to obtain treatment in the event of injury to you and understand that this Agreement and Waiver extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury. You understand that no medical care may be available, but if it is, you assume liability for any and all medical expenses incurred as a result of your participation in the Event (where such medical expenses are not provided on a free of charge basis by any medical services organizations, clinics, or hospitals), including, but not limited to ambulance transport, hospital stays, physician, and pharmaceutical goods and services. You agree to observe and obey all posted rules and warnings, to follow any instructions or directions provided to you by O'Wheelies Bicycle Co., LLC. or the Event organizer and to abide by any decision of any Event official relative to your ability to safely participate in or attend the Event. You understand and agree that you are expected to exhibit appropriate behavior at all times while at the Event and to obey all applicable laws while participating in or attending the Event. This includes, generally, respect for other people, equipment, facilities or property. You agree that Event officials may dismiss you, without refund, should your behavior, in the opinion of O'Wheelies Bicycle Co., LLC. or the Event organizer, endanger the safety of or negatively affect the Event. You understand and agree that you are responsible for taking care of your own personal belongings during the Event and, to the maximum extent permitted by law, neither O'Wheelies Bicycle Co., LLC. nor the Event organizer is responsible for any personal item or property that is lost, damaged or stolen at the Event. You understand and agree that the Event organizer reserves the right to cancel the Event in the event of weather (including, but not limited to, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots, or for any reason that would affect the safety and security of Event participants and/or spectators or the feasibility of the Event to be held. In the event of such cancellation or any other cancellation for any reason, there will be no refund of your payment unless authorized and paid by the Event organizer.

4. RELEASE AND WAIVER OF LIABILITY. YOU HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE ACTIVE AND ALL OTHER PERSONS ASSOCIATED WITH THE EVENT, FOR ALL LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES THAT YOU MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR REGISTRATION AND/OR PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION ANY LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES CAUSED BY NEGLIGENCE OF THE ABOVE PARTIES (INCLUDING ANY NEGLIGENT RESCUE ATTEMPT), THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES, OR OTHERWISE.

O'WHEELIES BICYCLE CO., LLC. SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF O'WHEELIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). WITHOUT LIMITING THE FOREGOING, O'WHEELIES BICYCLE CO., LLC. WILL NOT BE RESPONSIBLE FOR (A) THE USE OR THE INABILITY TO USE THE O'WHEELIES SITES, PRODUCTS OR SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE O'WHEELIES SITES; (C) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY O'WHEELIES; (D) PERSONAL INJURY; (E) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (F) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE O'WHEELIES SITES; (G) ANY OTHER MATTER RELATING TO THE O'WHEELIES SITES, OR O'WHEELIES PRODUCTS OR SERVICES; OR (H) YOUR PARTICIPATION IN THE EVENT. YOU AGREE THAT O'WHEELIES' MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY O'WHEELIES BICYCLE CO., LLC. FROM YOU.

NOTHING IN THIS AGREEMENT AND WAIVER SHALL BE CONSTRUED AS LIMITING OR EXCLUDING O'WHEELIES OR THE EVENT ORGANIZER'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER MATTER FOR WHICH IT WOULD BE ILLEGAL OR UNLAWFUL TO EXCLUDE OR ATTEMPT TO EXCLUDE LIABILITY. YOUR STATUTORY RIGHTS AS A CONSUMER ARE NOT AFFECTED BY THIS AGREEMENT AND WAIVER.

5. INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS O'WHEELIES AND ALL OTHER PERSONS ASSOCIATED WITH THE EVENT, FROM ALL LIABILITIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION ANY LIABILITY CAUSED BY NEGLIGENCE (INCLUDING ANY NEGLIGENT RESCUE ATTEMPT), THE ACTION OR INACTION OF O'WHEELIES, (B) YOUR USE OF O'WHEELIES, OR (C) ANY VIOLATION BY YOU OF ANY TERMS OF THIS AGREEMENT AND WAIVER AND/OR THE TERMS OF SERVICE.

6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF O'WHEELIES BICYCLE CO., LLC. SERVICE IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ACTIVE MAKES NO WARRANTY THAT O'WHEELIES BICYCLE CO., LLC. SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE. O'WHEELIES BICYCLE CO., LLC. EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. O'WHEELIES BICYCLE CO., LLC. DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ON, OR PROVIDED IN CONNECTION WITH, THE O'WHEELIES BICYCLE CO., LLC. SITES. O'WHEELIES IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS, OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION.

7. Severability. You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement and Waiver is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement and Waiver (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement and Waiver shall be deemed amended accordingly.

8. ACCEPTANCE. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU AND ALL REGISTERED PARTIES ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE AGREEING TO THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IF THE PARTICIPANT IS A MINOR OR INCAPACITATED ADULT, YOU CERTIFY THAT YOU ARE THE PARTICIPANT'S PARENT OR GUARDIAN AND AGREE TO THIS WAIVER AND RELEASE FROM LIABILITY ON BEHALF OF THE PARTICIPANT.

Child's Name: _____

Date of Birth: _____

Parent/Guardian Information

Name: _____

Relationship to Child: _____

Email Address: _____

Phone Number: _____

