

PATRON WAIVER  
BIKE AND CIRCUSES, PRESENTED BY GREEN KIDS INC.

I hereby agree to **release, indemnify and forever discharge** GREEN KIDS INC., its agents, owners, members, shareholders, officers, directors, managers, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the "RELEASED PARTIES"), on behalf of myself, my spouse, my child(ren), my parent(s), my heir(s), assign(s), personal representative(s) and estate as follows:

I acknowledge that my participation in the activities provided at BIKE AND CIRCUSES entails known and unknown risks that could result in physical or emotional injury, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **The risks include, among other things and without limitation:** exposure of participants to the risk of cuts and bruises, sprained or broken wrists and ankles, concussions, dislocations, head/neck injuries, and in some cases more serious injuries.

In any event, if you or your child is injured, you or your child may require medical assistance, at your own, sole expense. Furthermore, BIKE AND CIRCUSES employees, contractors and volunteers have difficult jobs to perform. They strive for the highest standards of safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions.

I expressly agree and promise to voluntarily accept and assume all of the risks existing in the activities present at BIKE AND CIRCUSES. My participation in these activities is purely voluntary, and I elect to participate in spite of all known, and unknown risks. **I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my participation in this event, including any such claims which allege negligent acts or omissions of RELEASED PARTIES.**

Should BIKE AND CIRCUSES or GREEN KIDS INC. 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. This means that I will pay all of those attorney's fees and costs myself. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating in the activities present at BIKE AND CIRCUSES, or else I agree to bear the costs of such injury or damage myself.

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.

**If the participant is a minor, I agree that this Waiver, Release of Liability, Indemnity and Assumption of Risk Agreement (this "RELEASE") is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on**

**that minor participant. I represent that I have full authority as Parent or Legal Guardian of the minor participant to bind the minor participant to this Release. If the participant is a minor, I further agree to defend, indemnify and hold harmless GREEN KIDS INC. from any and all claims or suits for personal injury, property damage or otherwise** which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of RELEASED PARTIES, except injuries or damages caused by the gross negligence or willful misconduct of the party seeking indemnity.

I confirm that I have had sufficient time to read and understand this Release in its entirety. I understand that this Release represents the entire agreement between myself and GREEN KIDS INC. (and the RELEASED PARTIES), and is binding on myself and anyone claiming through or under me. I on my own behalf am executing this Release freely and voluntarily without any compulsion on the part of GREEN KIDS INC. or any of the RELEASED PARTIES.

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in any of the BIKE AND CIRCUSES activities, I may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit against GREEN KIDS INC. or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document.

**I have read and understood it, and I agree to be bound by its terms.**

**Please Print and Sign Your Name (or the minor you are signing for) Here:**

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Full Name

Signature of Patron

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Full Name of Minor

Parent / Guardian Signature

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