



## **RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS**

I acknowledge that I am voluntarily (a) participating in the fitness and related activities and (b) using the fitness equipment at Paceline Indoor Cycling, LLC (“Paceline”) with the knowledge that there are inherent risks involved, including but not limited to: serious injury, such as sprains, strains, broken bones, eye injuries, joint damage, back injuries, concussions, or death; negligence on the part of Paceline; negligence on the part of any of Paceline’s agents, employee’s, associates, suppliers or others; negligence on my part; physical exertion for which I am not prepared, criminal activity, defective or dangerous conditions with respect to facilities, fitness equipment and fitness activities and force majeure. I hereby accept all the responsibilities for my own safety and welfare and my property not withstanding the inherent risks involved.

Therefore, I hereby fully assume responsibility for my own welfare and property and accept any and all risks associated my use of Paceline facilities and equipment and participation in any Paceline activities and do hereby release and discharge Paceline and its employees, associates and agents (“Released Parties”) from and against all liability, actions, claims, and demands for any losses or damages resulting from my use of Paceline facilities and equipment and participation in Paceline fitness activities. I hereby release Released Parties from any and all liabilities arising from my use of Paceline facilities and equipment and participation in Paceline fitness activities to the maximum extent of the law. I agree further that this Release of Liability and Assumption of All Risks and the obligations herein shall be legally binding upon me personally, my heirs, successors, assigns and legal representatives. It is my intention to assume fully all the risks associated with my use of Paceline facilities and equipment and

participation in Paceline fitness activities and to release Released Parties from any and all liabilities.

I acknowledge if this Release of Liability and Assumption of All Risks were not as broad as it is, the cost of my use of Paceline facilities and equipment and participation in Paceline fitness activities would be considerably higher. I acknowledge that I am not required to sign this Release of Liability and Assumption of All Risks and may elect to: (A) pay an additional cost for my participation and use and not sign the Release of Liability and Assumption of All Risks or (B) pay no additional cost and sign the Release of Liability and Assumption of All Risks. I elect option \_\_\_\_\_. [Complete and initial \_\_\_\_\_]

I further acknowledge that I had an opportunity to bargain for different release of liability and assumption of all risks terms.

I have read carefully this Agreement and understand fully its contents. I agree that I have had the opportunity to be advised by my attorney with respect to this Release of Liability and Assumption of All Risks. I understand and accept that this is a contract between myself and Paceline and Paceline's employees, associates and agents and I am signing it of my own free will and in its entirety.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*By signing I acknowledge that I have read and understand this release form*