



**RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION,
AND ARBITRATION AGREEMENT ("Waiver")**

NOTICE:

By signing this document you may be waiving certain legal rights, including the right to sue.

PLEASE READ THIS WAIVER CAREFULLY!!!

I have been offered a copy of this release and waiver and I have been advised to read it carefully.

Please Print Full Name of Participant

Email

NOTICE TO RIDERS, PARENTS AND GUARDIANS

Please take the time to review this document to familiarize yourself with The Wheel Mill, LP's Indoor Bike Park Rules and Regulations. Injuries are a common and expected part of any type of biking. If you or your minor child are inexperienced riders, we offer riding trails for beginners. **DO NOT ATTEMPT MORE CHALLENGING TERRAIN UNTIL YOU HAVE THE APPROPRIATE SKILL LEVEL, EXPERIENCE & EQUIPMENT.** If you are unsure of your current skill level or the condition of your equipment, please talk to a The Wheel Mill Staff Member before riding.



RULES AND REGULATIONS FOR OUR INDOOR BIKE PARK

PARK ENTRY

- You must check in each time you visit the park.
- You must complete and have a signed waiver on file to ride in the park.
- If you are 17 years of age or younger you must have the consent of your parent or guardian to ride in the park and they must sign the waiver and consent for treatment and provide Health Insurance Info. **NO EXCEPTIONS.**
- If you are 7 years of age or younger a parent must be present **at all times** while you ride.
- Passes are non-transferable; if your name is not on the pass you cannot use it.
- We reserve the right to revoke or suspend passes at any time for violations of the rules or inappropriate conduct,

PARK ETIQUETTE

- Fighting, threats, intimidation, foul language and altercations in the park will not be tolerated and can lead to a temporary or permanent ban from the park.
- If you see dangerous or unsafe conditions within the park, please report them to a The Wheel Mill staff member immediately.
- If someone is injured or hurt in the park, do not move them. Alert the staff immediately.
- Neither food nor alcohol is allowed on the trails, jumps or features at any time.
- Tobacco is not allowed in the park at any time. Adults may smoke outside no less than 10 feet from the entry.

RIDE ETIQUETTE

- **FASTENED** Helmets are required at all times while riding at The Wheel Mill.
- Functional brakes, full-face helmets, gloves, elbow pads, knee pads, shin guards, mouth guards and protective gear is highly recommended while riding.
- Pegs are not recommended. If you cause damage you may be held responsible for any damage to the jumps, features or trails.
- Trails and jump lines are directional. Ride only in the intended and marked direction.
- Trails and jump lines are for riders only, no pedestrians allowed.

EQUIPMENT PROTECTION

- **We are not responsible for your bike or personal belongings.** Lock them up or keep them in view at all times.
- Inspect your bike and equipment before riding in the park. Your bike and equipment are your responsibility.
- VIP Bike storage is for Season Pass holders and is first come first served.



Release and Waiver of Claims; Indemnification Agreement

In consideration for admission, viewing privileges, and being allowed to use the facilities and participate in programs and events (“Programs”) at The Wheel Mill, LP (the “Host”) the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor (collectively, “Participant”), do hereby agree, to the fullest extent permitted by law, as follows:

1)TO WAIVE ALL CLAIMS that they have or may have against the Host arising out of the Participant’s participation in the Programs or the use of the course or any equipment or facilities provided by the Host (“Equipment”). The Participant and his/her Parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct;

2)TO ASSUME ALL RISKS of participating in the Programs and using the Equipment, even those caused by the negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and officers (as further defined in the “Personal Responsibility” section of this agreement). The Participant and his/her Parents or legal guardian(s) understand that there are inherent risks of participating in the Programs and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;

3)TO RELEASE the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs and use of the Equipment, including while receiving instruction and/or training; and

4)TO INDEMNIFY the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs and use of the Equipment.

Arbitration

The Participant, and the Participant's parent(s) or legal guardian(s), if Participant is a minor, hereby voluntarily agrees to submit any dispute arising from participation in the Programs, for which Participant intends to seek damages in excess of \$75,000.00, to binding arbitration. Submission shall be unlimited. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the “Panel”), to be chosen by the party-appointed arbitrators. The neutral arbitrator shall be an officer or director of any entity that operates an indoor bike park in the United States of similar nature to that operated by the Host. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the Western District of Pennsylvania utilizing the selection criteria for the neutral as set forth above. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators,

and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in Allegheny County, Pennsylvania and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. In the event that Participant, or the Participant's parent(s) or legal guardian(s), if Participant is a minor, files a lawsuit in any court relating to, and/or arising from, Participant's participation in the Programs, Participant and/or Participant's parent(s) or legal guardian(s), by signing this document, stipulate to a cap on Participant's damages of \$75,000.00, exclusive of interest and costs. As a threshold matter, the Panel, or the Court (if a lawsuit is filed), shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law.

Photography/Videography Release

For no additional consideration, compensation, or attribution, Participant hereby voluntarily grants to the Host, its representatives, and employees the right to take photographs and video (including voice) of Participant in connection with Participant's participation in the Programs. Participant hereby authorizes and recognizes that The Wheel Mill, LP, will exclusively own all copyright and other rights to such photographs and video. Participant hereby agrees that the Host may use such photographs and video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content. Participant further agrees and acknowledges that the Host may use these photographs and video (including voice) forever and throughout the world in all media, now known or later created and publish the same in print and/or electronically.

Personal Responsibility

I, the Participant (or the parent/legal guardian of the Participant), acknowledge that bike riding, including doing jumps and stunts on a bike, and riding on skinnies, teeter totters and various other structures and apparatus at Host's indoor bike park, is an inherently dangerous activity that can result in injuries, damage to property, and other losses. I also acknowledge that the risk of injury on these structures and apparatus increases because other riders from all skill levels (including beginners) utilize the bike park at the same time and their conduct may be more or less experienced or skilled than my own conduct. I further understand that there is an inherent risk of injury simply by being at the bike park and/or observing, photographing, or videotaping the Programs. By signing this Waiver, I acknowledge these dangers and assume all risks associated with the use of the Equipment or the Host's facility, or participation in the Programs including risks arising from my conduct (either as a participant or spectator), the design of the course, the conduct of the Host and its employees, the conduct of other participants, and the conduct of persons who own or control the premises.

In exchange for the privilege of engaging in the inherently dangerous activity of bicycling at this facility or observing such activity, I agree to release the Host, any person whom the Host has agreed to indemnify, and their employees, agents, and affiliated companies from any liability that may arise from my presence at this facility. This release applies, for example, to injuries or damages related to my conduct, bicycle and equipment, the conduct or equipment of other participants, the design of the course, the condition of the course and facility, and the conduct of the Host and its employees, even if such conduct is negligent.

I certify that I have no physical, mental condition, or physical limitation that precludes me from participating in the Programs and that I am not participating against medical advice.

The Wheel Mill, LP requires that all participants wear fastened helmets while participating in all Programs.

I understand that my participation in the Programs is voluntary and further understand that I have the opportunity to inspect the Host's equipment and location before any participation.

I understand that I am obligated to follow the rules of the Programs and that I can minimize my risk of injury by doing so and through the exercise of *common sense* and by being aware of my surroundings. If I observe any unusual hazard, which I believe jeopardizes my own personal safety or that of others, I will remove myself from participation in the Programs and immediately bring said hazard to the attention of the Host.

In addition, I give consent to the Host to obtain emergency medical attention and treatment on behalf of myself or my minor child in case of sickness, accident or injury and to secure such medical attention and treatment at my sole expense. I recognize that it may be required to transport my minor child to the nearest medical treatment facility based upon his/her age even though the condition may not warrant it.

I, _____ (parent/legal guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of *common sense* and *good judgment*.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

By signing this Agreement, I acknowledge that I have read this Waiver and understand its contents. I further agree that this Waiver will continue in full force and effect and shall apply to all of my or my minor child's future visits. I further represent that my signature below is made of my own free will, after having an opportunity to inspect the course. I agree that any lawsuits related to this Waiver or the facility shall be filed, and exclusively litigated, in the Court of Common Pleas of Allegheny County, Pennsylvania or the U.S. District Court for the Western District of Pennsylvania. I further agree that any dispute regarding damages in excess of \$75,000.00 will be arbitrated in accordance with the "Arbitration" section of this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant's Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Acknowledgement

STATE OF _____ :

: SS

COUNTY OF _____ :

On _____ (date), before me, the undersigned notary public, personally appeared the Parent/Guardian identified above, known to me or satisfactorily proven to be the person whose name is subscribed within this **Release and Waiver of Claims; Indemnification Agreement** and acknowledged that the Parent/Guardian executed the foregoing for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

CONSENT FOR TREATMENT OF A MINOR

I, the undersigned, as parent/legal guardian of Child, authorize any diagnostic, medical and/or surgical treatment (“Medical Treatment”) of Child as may be considered necessary or appropriate under the circumstances for treatment of any illness or injury of Child. The attending medical staff and The Wheel Mill, LP staff, its owners, agents, volunteers, assistants, employees, faculty members, fellow participants and/or visitors shall not be responsible in any way for the consequences from said Medical Treatment. I acknowledge and agree that The Wheel Mill, LP staff, its owners, agents, volunteers, assistants, employees, faculty members, fellow participants and/or visitors are released from any and all claims and causes of action that arise, grow out of, or are incident to such Medical Treatment, as far as the law allows and provided that these services are performed with ordinary care to the best of their ability.

Signature of Parent or Guardian

Date

Health Insurance Provider

Insurance Policy Number

Phone Number of Insurance Company