

## The Sunrise Pedal Trolley™ – Release of Liability and Assumption of Risk

In consideration of the services of The Sunrise Pedal Trolley™ their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "The Sunrise Pedal Trolley™"), I hereby agree to release and discharge The Sunrise Pedal Trolley™, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that the activities involved in the use of any The Sunrise Pedal Trolley™ service, both riding and pedaling, and non-riding and non-pedaling related, entail significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or third parties.
2. I express, agree and promise to accept and assume all of the risks existing in this activity, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of The Sunrise Pedal Trolley™ or its operators. My participation in this activity is purely voluntary and I elect to participate in spite of the risks and I understand that I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by Sunrise Pedal Trolley. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless The Sunrise Pedal Trolley™ from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of The Sunrise Pedal Trolley's™ equipment and facilities, including any such claims which allege negligent acts of omissions of The Sunrise Pedal Trolley™.
4. Should The Sunrise Pedal Trolley™ or anyone acting on their behalf, be required to incur attorney's fees at cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bare the cost of such injury or damage myself. I further certify that I have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
6. I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of Michigan.
7. I agree to abide by any and all of the rules set forth by the owners and operators of The Sunrise Pedal Trolley™.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against The Sunrise Pedal Trolley™ 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 UNDERSTAND IT AND I AGREE TO BE BOUND BY ITS TERMS.

I have been offered a bicycle helmet, and **Choose:** \_\_\_\_\_ **Do Not Choose:** \_\_\_\_\_ to wear it. Please initial: \_\_\_\_\_

Reason why you choose not to wear a helmet: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Emergency Contact Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ (Email address will not be shared) Last 4 digits of your SS# \_\_\_\_\_

**Signature of Participant:** \_\_\_\_\_ Today's Date \_\_\_\_\_

### Parent or Guardian Additional Indemnification (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (Print Minor's Name) ("Minor") being permitted by The Sunrise Pedal Trolley™ to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless The Sunrise Pedal Trolley™ of any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_