



PARENTAL/LEGAL GUARDIAN
ASSUMPTION OF RISK, WAIVER AND RELEASE
FOR MINOR PARTICIPANT

In consideration for being permitted to sign up minor participant for, access and/or attend classes, events, activities, and other programs and for using the premises, facilities and equipment (individually and/or collectively, the "Classes and Facilities") of Cycle Bar® Hyde Park, LLC and its subsidiaries (collectively, "Cycle Bar®"), I, as parental/legal guardian hereby acknowledge and agree to, on behalf of minor participant, my own behalf, and on behalf of my personal representatives, heirs, assigns, executors, administrators, and next of kin, as follows:

1. I am aware and acknowledge that there are certain inherent risks and dangers in indoor cycling and exercise equipment in association with the Classes and Facilities that minor will be participating in.
2. I am aware and acknowledge that some of these risks cannot be eliminated regardless of the care taken to avoid injuries to minor participant.
3. Upon minor participant entering Cycle Bar®, I will inspect the premises, facilities and equipment and the observation and use of the same shall constitute an acknowledgment that I find and accept such premises to be safe and reasonably suited for their intended purpose(s) for minor participant.
4. If minor participant or I do find any unsafe or unreasonably suited conditions with the premises, facilities and equipment, minor participant will immediately cease from continuing with any activity and will immediately notify an employee of Cycle Bar® of the unsafe or unreasonable suited conditions.
5. I assume the risk for minor participant of any and all accidents or injuries of any kind that may be sustained by, or in connection with, use of the premises of Cycle Bar® and agree on behalf of minor participant for him/her to use care in the use of the facilities, equipment and premises of Cycle Bar® and to protect against accidents to and by other participants.
6. I am aware and acknowledge that the specific risks vary from one activity to another, but range from (i) minor injuries such as scratches, bruises, and sprains; (ii) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and (iii) catastrophic injuries including paralysis and death.
7. Minor participant and I have read and thoroughly understand the Cycle Bar® Bike Safety Instructions that are posted on the Cycle Bar® website (www.CycleBar.com), a hard copy of which was also provided to me and minor participant by Cycle Bar® staff.
8. At all times, minor participant shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions given to me by staff.
9. I am aware and acknowledge that I should consult with minor participant's physician or have a physical examination performed before minor participates at Cycle Bar® or enrolls in any classes at Cycle Bar®, especially if minor participant has a history of heart disease, high blood pressure or other chronic illness, or is unaccustomed to physical exertion or has other physical limitations.

10. If in the subjective opinion of the Cycle Bar® staff, minor participant would be at physical risk participating in Cycle Bar's Classes, I understand and agree that minor participant may be denied access to the Classes and Facilities until I furnish Cycle Bar® with an opinion letter from minor participant's medical doctor, at my sole cost and expense, specifically addressing the concerns of Cycle Bar® and stating that the concerns of Cycle Bar® are unfounded and without medical merit.
11. I agree to assume full responsibility for any and all injuries or damage which are sustained or aggravated by minor participant in relation to the Classes and Facilities; release, indemnify, and hold harmless Cycle Bar®, its direct and indirect parent, subsidiary affiliate entities, and each of their respective officers, directors, shareholders, members, employees, representatives and agents, and each of their respective successors and assigns and all others, from and against any and all liability, responsibility, claims, actions, suits, procedures, costs, expenses, damages, injuries, expense, demand or cause of action that minor participant may suffer whether with respect to personal injury, death, damage to or destruction of property, theft or otherwise that may arise out of or in any way be related to participation in the Classes or use of the Facilities; and represent that on behalf of minor, that he/she:
 - (a) has no medical or physical condition that would prevent minor participant from properly using any of Cycle Bar® Classes and Facilities,
 - (b) does not have a physical or mental condition that would put minor participant in any physical or medical danger, and
 - (c) has not been instructed by a physician to not participate in physical exercise such as that offered by Cycle Bar®.
12. I am aware and acknowledge that if minor participant has any chronic disabilities or conditions, minor participant is at risk in using Cycle Bar® Classes and Facilities, and should not be participating in any Classes which could cause increased risk of injury or adverse health consequences as a result of exercise.
13. I am aware and acknowledge that Cycle Bar® makes no claims as to medical results that can or may be obtained through use of the facilities, equipment or services of Cycle Bar®. Cycle Bar® has neither suggested nor will suggest any medical treatment to me or minor participant. Only licensed medical professionals are qualified to give medical advice. Minor participant is instructed not to act on the advice given by any unlicensed employee unless such advice has been verified by participant's licensed physician.
14. I am aware, acknowledge and agree that Cycle Bar® may send minor participant emails regarding business matters such as scheduling, discounts, events, etc.
15. I am aware, acknowledge and agree that if any provision of this Assumption of Risk, Waiver and Release is found to be unenforceable or invalid in any way, the remaining provisions will remain in force and effect.

[REST OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

I acknowledge that I have read this Assumption of Risk, Waiver and Release, and have received the opportunity to discuss this with my legal counsel, fully understand its terms, and understand that I am giving up substantial rights including my right to sue Cycle Bar® under certain circumstances, on my behalf and that of minor participant. Further, I acknowledge that I fully understand the terms of this Assumption of Risk, Waiver and Release is indefinite and acknowledge that I have signed it freely and voluntarily without any inducement, assurance, guarantee, or oral representation being made.

Dated this ____ day of _____, 20____.

Signature

Today's Date

Print Name

Minor Participant's Name

Street Address

Minor Participant's Birthdate

City, State & Zip Code

Minor Participant's Email Address

Telephone Number

Minor Participant's Telephone Number