

Ride Waiver, Risk Warning, Waiver, Release & Indemnity

One Hart Racing LLC – Community Ride
Event Date: September 13, 2025 – 7:30 AM
945 S Main St, Greenville, SC 29601, USA

1. Participation in One Hart Racing LLC Community Rides

1.1 Compliance with these Terms

These terms apply to each and every One Hart Racing LLC Community Ride in which you participate. In order to participate in any One Hart Racing LLC Community Ride, you must agree to, and comply with, these Terms at all times. **YOU MUST NOT PARTICIPATE IN ANY ONE HART RACING LLC COMMUNITY RIDE IF YOU DO NOT AGREE TO THESE TERMS.**

Ride Leaders and One Hart Racing LLC have the authority to direct any Rider considered by One Hart Racing LLC or a Ride Leader to be acting not in compliance with these Terms, or to otherwise be riding in an unsafe manner, or behaving in a way that makes other riders feel uncomfortable or unsafe, to cease participation in or not participate in a specified One Hart Racing LLC Community Ride, or any future One Hart Racing LLC Community Rides. You must comply with such directions.

1.2 Your skill and experience

You are solely responsible for ensuring you have the correct skills, experience, preparation and equipment to participate in any One Hart Racing LLC Community Ride which you sign up to attend. You represent and warrant that:

- (a) you are age 18 or over;
- (b) you have the skills, health and fitness competence and experience necessary to participate in the applicable One Hart Racing LLC Community Ride;
- (c) you will participate using a road legal, well-maintained bike with working brakes and suitable tire pressure for the conditions;
- (d) you can complete basic repairs to your bike unassisted; and
- (e) you will be self-sustained to complete your journey, including but not limited to carrying water bottles, food, nutrition, front and rear lights and your own repair/tool kit.

You acknowledge and agree that One Hart Racing LLC does not provide on-road SAG vehicle support during any ride events and is not responsible for mechanical repairs, medical assistance or other services. Other riders are free to assist at their discretion.

2. Acknowledgement of risks

You acknowledge and agree that:

- (a) One Hart Racing LLC Community Rides are conducted on public roads and all such rides are recreational activities which inherently involve a significant degree of physical exertion, physical risk and danger; and
- (b) you will be personally responsible for any fees or costs incurred or arising from an accident either involving or caused by you. This includes fees from Police, Air Ambulance, Fire and Rescue and the Ambulance service.

You understand that all applicable rules for participation in a One Hart Racing LLC Community Ride must be followed and that you are **SOLELY RESPONSIBLE FOR YOUR PERSONAL SAFETY AND PERSONAL POSSESSIONS**, including physical and emotional preparation, and health and fitness to participate in any One Hart Racing LLC Community Ride or event.

You acknowledge that this is a risk warning as applicable under each State Consumer Law and any other applicable law.

3. Directions and Safety

3.1 One Hart Racing LLC Directions

You agree to follow all reasonable instructions given by Ride Leaders, including with respect to speed, directions, or route changes.

3.2 Road Safety

When participating in a One Hart Racing LLC Community Ride, you must:

- (a) follow and obey all road rules related to bicycles in the state of the One Hart Racing LLC Community Ride,
- (b) at all times during the ride wear an appropriately certified helmet, complying with the latest EN1078, ANSI Z90/4 or SNELL standards;
- (c) not ride with closed ear headphones at any point; and
- (d) carry a working mobile phone and appropriate identification.

3.3 Notification of emergency services

If the situation arises that you are in an accident and are not capable of deciding to call the emergency services, the rider agrees that a Ride Leader or a member of the public/another rider may call for them.

3.4 Behaviour

All Riders are expected to conduct themselves in a manner that does not discredit themselves or the One Hart Racing LLC brand. Without limiting the foregoing, you agree:

- (a) you must be considerate to other users when riding on or off-road;
- (b) aggressive behavior, be it violent or abusive or erratic - directed to Ride Leaders, ride members, other road users or the general public - of any manner will not be tolerated. Abusers

may be required to leave the ride immediately and may be excluded from all future rides; and
(c) you must not drop or leave any litter on any part of the ride and must dispose of it responsibly at an appropriate place or bin. Any rider found littering may be banned from ride events.

3.5 Insurance

One Hart Racing LLC recommends all riders have personal liability insurance suitable for participation in the One Hart Racing LLC Community Ride. You acknowledge and agree that you have been advised that you should have your own personal insurance in place before participating in the One Hart Racing LLC Community Ride, and understand that:

- (a) the other participants in the One Hart Racing LLC Community Ride may include people who may or may not have individual rider insurance; and
- (b) if you do not hold suitable insurance, you may be personally liable for losses arising from your participation in the One Hart Racing LLC Community Ride.

4. Liability and waiver

(a) To the greatest extent permitted by law, One Hart Racing LLC and its Representatives hereby exclude any liability (including in relation to any warranty or guarantee) for any loss, damage or liability to you or your personal possessions arising out of your participation in a One Hart Racing LLC Community Ride, including in respect of any death, physical or mental injury, or any aggravation, acceleration or recurrence of any condition.

(b) You agree to indemnify and hold harmless One Hart Racing LLC, ride leaders and its Representatives from and against any claims, liabilities, losses, damages, proceedings or actions including reasonable attorneys' fees and any settlements or ex gratia payments arising from your conduct or your participation in the One Hart Racing LLC Community Ride.

(c) Nothing in this document excludes, limits or modifies the application of the Consumer Law or the exercise of any rights or remedies conferred by the Consumer Law where to do so would contravene the applicable Consumer Law. To the greatest extent permissible by law, the maximum liability of One Hart Racing LLC and its Representatives to you for a breach of any non-excludable guarantee under the Consumer Law is limited to the resupply of the One Hart Racing LLC Community Ride or an amount equal to the cost of the resupply of the One Hart Racing LLC Community Ride to you or your nominee.

5. General

(a) One Hart Racing LLC reserves the right to cancel or modify any scheduled One Hart Racing LLC Community Ride at any time.

(b) These Terms, and any provision of the Terms, are not to be construed to the disadvantage of a party because that party was responsible for their preparation.

(c) Headings in these Terms are intended for convenience of reference only. Forms of words will be construed to include singular or plural, and any gender, masculine, feminine, or neutral, as the context requires, and "including" means "including but not limited to". A person includes a company, trust, body corporate or other legal person. Reference to a person includes an individual, corporation, trust or statutory body.

(d) Nothing in these Terms will be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary between you and One Hart Racing LLC or any One Hart Racing LLC employee, agent or officer.

(e) Any provision of these Terms (or any part thereof) which is invalid in any jurisdiction must, in relation to that jurisdiction:

(i) be read down to the minimum extent necessary to achieve its validity, if applicable; and

(ii) be severed from these Terms in any other case,

without invalidating or affecting the remaining provisions of the Terms or the validity of that provision in any other jurisdiction.

6. Media Release

I grant One Hart Racing LLC the unrestricted right and permission to capture, use, reproduce, and publish photographs, video recordings, and other media taken during the event. These may be used for promotional purposes, including but not limited to social media, websites, newsletters, and marketing materials, without compensation to me. I waive any right to inspect or approve the finished media.

Acknowledgment of Understanding

By signing this waiver, I confirm that I have read and fully understood its terms. I acknowledge that I am giving up substantial legal rights, including the right to sue. I sign this agreement voluntarily and of my own free will.