



ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE:

<p>IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN ANY WAY IN THE BIKE FITNESS COACHING PROGRAM(S), ITS REALATED EVENTS, ACTIVITIES AND PROGRAMS, INCLUDING, BUT NOT LIMITED TO BICYCLE FITTING, INSTRUCTION, BICYCLE TRAINING, COACHING, BICYCLE SKILLS HANDLING, RACE INSTRUCTION AND/OR PREPARATION, EQUIPMENT RECOMMENDATIONS AND SETUP, PERSONAL TRAINING, ETC, I, _____,</p> <p>THE UNDERSIGNED ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY RICHARD SCHULTZ of 26932 CALLE ESPERANZA, SAN JUAN CAPISTRANO, CA. 92675: a USA Cycling Certified Coach: License # 206575, dba BIKE FITNESS COACHING, BIKE FITNESS COACH, BIKE TEST REVIEWS, THE PARTS SHOPPE, AND OTHERS, OTHER FRANCHISEE COACHES, RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, FAMILY MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES, USA CYCLING, INC., THEIR OFFICERS, OFFICIALS, (COLLECTIVELY "RELEASEES"), FOR ALL ACTIVITIES/PROGRAMS PROVIDED BY RELEASES, INCLUDING, BUT NOT LIMITED TO, BICYCLE FITTING, INSTRUCTION, BICYCLE TRAINING, COACHING, BICYCLE SKILLS HANDLING, RACE INSTRUCTION AND/OR PREPARATION, EQUIPMENT RECOMMENDATIONS AND SETUP, PERSONAL TRAINING, ETC, AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS DOCUMENT IS A BINDING CONTRACT WITH LEGAL AND BINDING CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.</p>	<p>----- initial</p>
<p>I acknowledge that cycling is an inherently dangerous sport and fully realize the dangers of participating in cycling programs and race events. I FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation, the dangers of riding a bicycle including but not limited to collision with pedestrians, vehicles, other cyclists including athletes coached by Releasees, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, the risks of high physical stresses placed on the body, MY AND RELEASEES' OWN NEGLIGENCE, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma, injury or death associated with cycling and/or cycling programs, on and off the bike, and related training programs such as, but not limited to, yoga, bike fit, bike fits, bike fitting, weight lifting, plyometric and other strengthening and conditioning exercising. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE the Releasees that are in any manner connected with my coaching, my training programs, bike fitting and any bike fitting adjustments including any and all possible damage caused by loosening/tightening nuts, bolts and screws, including, but not limited to, bicycle fitting, bicycle training/coaching, bicycle skills handling or race events FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE MY OR THE RELEASEES' OWN NEGLIGENCE, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly BY RICHARD SCHULTZ, BIKE FITNESS COACHING, athletes, coaches or officials in connection with, or arising out of, my participation in or association with a coaching training program or racing event including travel to or return from training or racing events, in which I or athletes, coaches, officials, coached athlete, rider, team member, spectator, volunteer, or in any other manner. I agree it is my sole responsibility to be familiar with training courses or racing events, the Releasees' rules, and any special regulations for a USA Cycling or another national or international athletic federation event and agree to comply with all such rules and regulations.</p>	<p>----- Initial</p>



<p>I understand and agree that situations may arise during an event which may be beyond the control of Releasees, and I must continually participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my personal athletic equipment plus my conduct in connection with an event. I have no physical or medical condition which would endanger myself or others if I participate in coaching training programs or racing events that would interfere with my ability to safely participate in such coaching training programs or racing events. I understand, agree and do not object to the fact that bike fits and body composition analysis are an integral part of this coaching training program and that at times involves touching and adjustment of the athlete's body by the coach and/or bike fitter.</p>	<p>----- Initial</p>
<p>I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for all expenses (including legal fees) incurred by Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any other waiver or modification. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.</p>	<p>----- Initial</p>
<p>I also agree that:</p> <ol style="list-style-type: none"> 1. The risk of injury from the activities involved in this program and bicycling is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and, 	<p>----- Initial</p>
<ol style="list-style-type: none"> 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OR MISCONDUCT OF THE RELEASEES or others, and assume full responsibility for my participation; and, 	<p>----- Initial</p>
<ol style="list-style-type: none"> 3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and, 	<p>----- Initial</p>
<ol style="list-style-type: none"> 4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS RICHARD A. SCHULTZ, BIKE FITNESS COACHING aka BIKE FITNESS COACH, their officers, officials, agents and/or employees, family members, heirs, other participants, USA Cycling, Inc., their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. 	<p>----- Initial</p>
<ol style="list-style-type: none"> 5. To the best of my knowledge, I am sufficiently healthy to participate in a Bike Fit appointment and related break-in period. I agree that if at any time I feel discomfort or unsafe during Bike Fit related activities, I will communicate this to Bike Fitness Coaching. I understand that it is my responsibility to notify Bike Fitness Coaching of any changes in my medical and/or fitness condition that could impact my ability to exercise and train safely, including (without limitations) changes in matters covered by this questionnaire. I have been advised to consult with a physician before beginning any exercise, including Bike Fit-related activities, even if my answers within this questionnaire do not indicate existence of any specific risk factor(s). 	<p>----- Initial</p>

<p>6. VISUAL MATERIALS RELEASE - Sometimes, Bike Fitness Coaching videotapes and/or photographs client posture and mechanics during appointments and therefore may be used as Bike Fitting, Stretching, Strengthening, etc. related website/marketing materials. Please advise Bike Fitness Coaching if you have any objections of our using these for our marketing purposes. If you do have objections, Bike Fitness Coaching will NOT use any of videotapes or photographs obtained from your fitting/coaching session(s).</p>	<p>----- Initial</p>
<p>7. FIT POSITION, ADJUSTMENTS, HEALTH CHECK – COMPONENTS ADJUSTMENTS</p> <p>a. During the bike fit, certain bicycle hardware, nuts, bolts, screws, and other fastening devices used to secure components to the bicycle in a stationary manner might be loosened and re-tightened / re-torqued as part of the bike fitting and/or component replacement/adjustment service.</p> <p>i. During adjustments, it is understood that certain nuts, bolts, screws, frame/fork & other frame/fork components (aka components) may crack or break. The client agrees to hold Rick Schultz and Bike Fitness Coaching harmless of any damage to the frame / fork or any of these components.</p> <p>ii. Nuts, bolts, screws, and other fastening devices need to be checked periodically and may need to be re-tightened / re-torqued periodically. During this break-in period (defined in next section below), more frequent checking is required. These components include, but are not limited to : <u>Cleat Screws, Pedal Axle Bolts, Crankset & Chainring Bolts, Brake Cable Binder Bolts, Seat Post Clamp & Bolts, Stem/Handlebar Bolts, Stem, Stem Bolts, Headset Bolts, Quick-Release Wheel Skewers & all other components the client deems important.</u></p> <p>b. During the next 2 -3 weeks, it is normal for metal fasteners to ‘rest’ into their new position which ultimately causes components to loosen and slip. This is especially true with cleat screws. So, during the break-in period, please check & recheck all fasteners that were tightened and re-torque them as necessary (per manufacturers specifications).</p> <p>c. <u>Client AGREES TO, OR AGREES TO HAVE A CERTIFIED MECHANIC, at the clients’ expense, RECHECK ANY/ALL such adjustments to ensure revised bicycle position is secured and safe.</u></p>	<p>----- initial</p>
<p>8. BREAK-IN PERIODS - Please allow 2-4 weeks to get used to your new position. This is dependent upon how many hours (or miles) you ride per week and how many adjustments and to what extent were made to you and/or the bicycle. During this time-frame, you might experience a certain level of pain while your body is getting used to your new and correct position. Please note that your original pain/discomfort should not increase during this break-in period. It is somewhat normal to experience differing sensations during break-in, especially muscular ones, but not pain. <u>If you experience pain or have questions/concerns, please contact Bike Fitness Coaching and/or your Doctor immediately</u></p> <p>a. <u>For the first 10 hours</u>, ride the adjusted bicycle using the small chain ring and adjust your riding volume and intensity to below your ‘pre-bike fit’ levels.</p> <p>b. <u>For the next 10 hours</u>, you can step up to the big chain ring, but you should still stay below your ‘pre-fit’ levels or mileage, power, etc.</p> <p>c. <u>After 20 hours</u> of riding with your new fit, <u>please schedule a follow-up appointment</u> so that we can finetune your fit.</p> <p>d. You should do self-massage (foam or hard roller) and daily stretches during any and all transitional periods.</p> <p>e. Please record any and all changes that you make independent of those implemented during any and all bike fit appointments.</p>	<p>----- Initial</p>
<p>SIGNATURE PAGE FOLLOWS:</p>	



I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

x _____ Age: _____ Date Signed: _____

PARTICIPANT'S FULL LEGAL NAME

PARTICIPANT'S SIGNATURE x _____

EMAIL ADDRESS: _____ (CELL) PHONE NUMBER: _____

ADDRESS, CITY, STATE, ZIP: _____

BICYCLE MAKE / MODEL / S/N: _____

PLEASE STATE THAT YOU AGREE TO THE ABOVE WAIVER >>>> YES NO

THIS PART FOR PARENT/LEGAL GUARDIAN OF PARTICIPANTS OF MINORITY AGE (MINORS)

This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

x _____
FOR (print MINOR name)

x _____
PARENT/LEGAL GUARDIAN (print name)

x _____ Date Signed: _____
PARENT/LEGAL GUARDIAN SIGNATURE

EMAIL ADDRESS: _____ (CELL) PHONE NUMBER: _____

ADDRESS, CITY, STATE, ZIP: _____

PLEASE STATE THAT YOU AGREE TO THE ABOVE WAIVER >>>> YES NO

END
