

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND
INDEMNITY AND PARENTAL CONSENT AGREEMENT (“AGREEMENT”)
Axletree, Inc., NFP**

NOTE: HELMETS ARE REQUIRED FOR PARTICIPATION IN ALL GROUP RIDE AND CYCLING EVENTS. FRONT AND REAR LIGHTS ARE REQUIRED FOR PARTICIPATION IN ALL GROUP RIDE AND CYCLING EVENTS CONDUCTED AT OR AFTER DUSK.

IN CONSIDERATION of being permitted to participate in any way in group rides, bicycling and related activities organized by, through or in association with Axletree, Inc., NFP, it sponsors or affiliates or their respective officers, agents, employees or representatives (“Activities”) I, for myself, my personal representatives, assigns, agents, beneficiaries, insurers, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Bicycling, and Endurance Cycling Activities, and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further acknowledge that the Activities may be conducted over public roads, trails, and facilities open to the public during the Activities and may be conducted over private roads, trails and facilities not open to the public. I further acknowledge and agree that hazards of traveling and participating in the Activities are to be expected use of open spaces, paths, roads, fields, trails or other areas, and participation in cycling or sports activities includes inherent risks of injury from many possible sources including but not limited to injuries from falling, exposure, dehydration, hypo or hyperthermia or other medical conditions, tripping, slipping, crashing, being injured from contact with objects, cars, other cyclists, unsportsmanlike conduct, fences, guardrails, holes, cracks, grates or other obstacles, contact with other participants, injury due to exertion or physical activity, injury due to ground or field conditions, negligence of public property owners, lessors or occupiers, injury due to weather conditions, and other risks. I agree and warrant that if, at any time, I believe conditions to be unsafe or I believe myself to be incapable of safely completing the Activities, I will immediately discontinue further participation in the Activities.

2. FULLY UNDERSTAND that: (a) BICYCLING AND CYCLING-RELATED ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING BUT NOT LIMITED TO PERMANENT DISABILITY, PARALYSIS AND DEATH (“RISKS”); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities take place, or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activities. I understand and agree that the Releasees, as identified below, shall not be obligated to supervise, control, manage, support, or otherwise assist myself or any other participants in the Activities, nor shall the Releasees be responsible for the enforcement of any rules, guidelines or other regulations that may be applicable to the Activities. I acknowledge that prior to my participation in the Activities and as an ongoing component of my participation in the Activities, I shall undertake a thorough investigation of the premises to be utilized to identify the existence of any defects or potentially harmful conditions, and I shall conduct myself in a reasonable and responsible fashion. I undertake any and all responsibility for compliance with any laws, ordinances or regulations applicable to my actions or my participation in the Activities, and acknowledge that I am responsible for obtaining permission to enter upon any private property to conduct the Activities, prior to so entering. I specifically acknowledge that any party serving as an advertiser, donor or sponsor of the Activities has no responsibility or liability to myself, nor any direct or indirect liability or responsibility for supervising, managing, planning or otherwise conducting the Activities.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE "AXLETREE, INC., an Illinois Not For Profit Corporation", its administrators, directors, agents, attorneys, insurers, employees, servants, officers, members, volunteers, and other participants, any sponsors of the Activities or advertisers or donors associated

with the Activities, including but not limited to Ronald R and Denise D. Frieders, Ryan R. and Deanne Frieders, the Ronald R. Frieders Trust No. 101, the Denise D. Frieders Trust No. 102, the Frieders Trust No. 101 (or the trustees, settlors or beneficiaries of any of the foregoing trusts) , the DeKalb County Forest Preserve District, the County of DeKalb and, if applicable, any and all other owners, occupiers or lessors of premises on which the Activities takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, INJURIES, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR BY ANY OTHER CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO NEGLIGENT RESCUE OPERATIONS AND/OR ATTEMPTS TO PROVIDE OR ARRANGE FOR THE PROVISION OF EMERGENCY CARE OR FIRST AID; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf or asserting any claim or interest by virtue of their relationship to me, makes a claim against any of the Releasees, I WILL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. WITHOUT LIMITING THE GENERAL NATURE OF THIS AGREEMENT, I ACKNOWLEDGE THAT THIS AGREEMENT IS BEING GIVEN SO THAT I MAY PARTICIPATE IN THE ACTIVITES, AND THAT RELEASEES WOULD NOT AGREE TO MY PARTICIPATION IN THE ACTIVITIES WITHOUT THIS RELEASE.

This release and waiver is not a "single event" waiver, and shall remain in effect until I hand deliver, to an officer or employee of North Central Cyclery, Inc., or Axletree, Inc., a signed notice of termination of this waiver, providing not less than 30 days notice of my intent to terminate this release. Following submission of such a notice of termination, I agree that I shall not participate in any Activities as defined herein.

Print Your Name

Sign Your Name

Date

I further acknowledge that the below listed persons is/are minor children that are in my care, custody and control, and that shall be participating in the Activities. I acknowledge that I am the parent and/or legal guardian of said children. My signature above indicates that I accept the terms of this Agreement on my own behalf; my signature below indicates that I accept the terms of this Agreement on behalf of said children, identified above. I agree and acknowledge that I shall be solely responsible for the care, direction, supervision and well-being of said children, and further agree that I shall maintain observation and control over said children at all times during the Activity. I agree and acknowledge that I have reviewed the Activities and determined that said children possess adequate skill and capacity to participate.

Child's Name (Printed)

Child's Age

