

Peace Dale Ramp Room LLC

RELEASE OF LIABILITY AND ASSUMPTION OF THE RISK AGREEMENT

READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the Peace Dale Ramp Room LLC's ("Ramp Room") BMX, Mountain Bike, scooter, skateboard, parkour, open play, and or any other programs, sessions, or related events and/or activities that the Ramp Room offers, the undersigned acknowledges, appreciates, and agrees that:

1. The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) from the activities involved in this program are significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
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 nearest Ramp Room employee immediately; and,
4. I hereby assume the risks of the use of a bicycle ("Bike Use") provided by the Ramp Room, and all risks that may arise from negligence or carelessness on the part of the Ramp Room, from dangerous or defective equipment or property owned, maintained, or controlled by the Ramp Room, or because of their possible liability without fault. I certify that there are no health-related reasons or problems which preclude my participation in Bike Use. I acknowledge that I have been advised to that I must wear a helmet while cycling. I am familiar with the proper use of the bicycle, including all quick release mechanisms, brakes and gear shifters. I am aware that cycling activities involve many risks and dangers including, but not limited to: mechanical failure of the equipment; loss of balance; difficulty or inability to control speed and direction; variation or steepness in terrain; rapid or uncontrolled acceleration on features and obstacles; collision with other riders and/or obstacles, failure to cycle safely or within one's own ability; and negligence on the part of the Ramp Room or its staff including the failure on the part of the Ramp Room or its staff to safeguard or protect me from the risks and dangers of Bike Use. I will not attempt repairs or removal of bike parts. I am aware of the risks and dangers associated with cycling activities and I fully assume such risks and dangers and the possibility of personal injury, death, property damage and loss resulting therefrom. I am liable for any damage to the Ramp Room's bicycle and/or bicycle parts and accessories. I hereby certify for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) I waive, release, and discharge the Ramp Room from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me in connection with Bike Use;
 - (B) I indemnify, hold harmless, and agree to defend Ramp Room from any and all liabilities or claims made as a result of participation in this activity, whether caused by their negligence of release or otherwise.
 - (C) I certify that I am at least 18 years of age. This Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under Rhode Island law.
5. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE AND HOLD HARMLESS Peace Dale Ramp Room LLC their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

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.

Participant Name: _____

Participant Signature: _____

Date: _____

Please provide emergency contact information below:

Name: _____

Phone Number: _____