

RELEASE OF LIABILITY, WAIVER AND ASSUMPTION OF RISK

In consideration for and with the appropriate permission to participate in the Pedaling for Parkinson's cycling class (the "Program"), I hereby agree to forever release, waive, discharge and covenant not to bring any legal action or complaint against the Davis Phinney Foundation and its officers, agents, sponsors, affiliates, employees, volunteers, representatives and directors (each, a "Released Party") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence, omission or other act of a Released Party or otherwise, while participating in the Program.

I am fully aware of the risks involved and the potential physical and health hazards connected with indoor stationary cycling and I hereby elect to voluntarily participate in the Program with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me because of being engaged in the Program, whether caused by the negligence of a Released Party or otherwise. I understand the equipment I will be using is mine and in my control to maintain and that I am fully versed on how to use it with or without assistance. I further understand that my participation is via a live internet connection and that I am located at home or some other location.

I understand that the Davis Phinney Foundation accepts and maintains my personal contact information which may include name, likeness, email and phone. I further understand that this information may be used by the organization for marketing and promotional use, and may be made available to and shared within the organization and registered participants. The Davis Phinney Foundation will not make available or share such personal contact information with any third party outside of the organization without first obtaining consent.

It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue any of the Released Parties. I further agree that this Release shall be construed in accordance with the laws of the State of Colorado.

BY CLICKING 'ACCEPT' BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AND UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS. I understand and agree to this Release voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing agreement, have been

made; I am at least eighteen (18) years of age and fully competent; if any portion of this Release is held invalid, the balance shall, notwithstanding, continue in full legal force and effect; and I execute this Release for full, adequate and complete consideration fully intending to be bound by it.