



WAIVER OF LIABILITY

Please read this carefully. It affects your rights if you suffer any personal injury or death, or any loss or damage of personal property, while (i) participating in a Sunny Cycle, LLC (“Sunny Cycle”) MegaCycle tour, (ii) at any establishment where the tour may visit, or (iii) on Sunny Cycle’s premises (collectively, the “Tour”).

THE RISK OF INJURY FROM PARTICIPATING IN THE TOUR MAY BE SUBSTANTIAL, including the potential for serious personal injury or even death resulting from, among other things: (i) physical exercise and exertion; (ii) falling off the MegaCycle; or (iii) incurrence of hazards along the road or trails. This risk still exists despite any equipment, supervision or other precautions taken by Sunny Cycle, including providing seatbelts and making a helmet available for you to wear during the Tour.

YOU ACKNOWLEDGE AND ASSUME THE RISK FOR all personal injury or death, or any loss or damage of personal property, in any way related to participation in the Tour, including, to the extent permitted by law, if in any way caused by the negligence of Sunny Cycle. Such negligence may include, but is not limited to: (i) Sunny Cycle’s negligent maintenance of the MegaCycle; (ii) Sunny Cycle’s negligent operation of the MegaCycle; and (iii) Sunny Cycle’s negligent supervision of the Tour.

YOU, on behalf of yourself and your, heirs, assigns, and next of kin, RELEASE AND FOREVER DISCHARGE SUNNY CYCLE and its respective affiliates, officers, directors, shareholders, agents and volunteers (“Released Parties”), from any and all claims, demands or causes of action, whether now existing or arising in the future, on account of any personal injury or death, or any loss or damage of personal property, in any way related to participation in the Tour.

YOU COVENANT AND AGREE THAT, neither you nor any party claiming rights on behalf of you, will bring any suit or proceeding at law, in equity, or otherwise against the Released Parties on account of any personal injury or death, or any loss or damage of personal property, in any way related to participation in the Tour.

YOU CONSENT TO AND AUTHORIZE Sunny Cycle to utilize any and all photographs, images, videos, or other likenesses of you recorded by Sunny Cycle, in any promotional materials of Sunny Cycle, including, but not limited to, on Sunny Cycle’s website or social media pages, or in any advertisement.

YOU ACKNOWLEDGE AND AGREE THAT: (i) you have read the foregoing Waiver of Liability; understand it; and sign it knowingly and voluntarily; and (ii) you are at least 18 years of age, and/or the parent or legal guardian of the minor-rider.

Rider’s Name (print) (required)

Tour Date: _____

Rider’s Signature (if 18 or older)

Rider’s Date of Birth: ___/___/____

***Under 18 years of age**

Parent or Legal Guardian’s Name (print)

Parent or Legal Guardian’s Signature