

PARTICIPANT RELEASE AND WAIVER AGREEMENT

This **RELEASE AND WAIVER AGREEMENT** (the “Agreement”) is between **IncreMedical Therapy Solutions, LLC, its affiliates, parent and subsidiaries** (collectively, the “Company”) and _____ (“Participant”) for the Cycling Without Age program (“Program”) based at St. John’s Health & Teton Orthopaedics located at 555 E. Broadway #100, Jackson, Wyoming 83001 (“Facility”).

IN CONSIDERATION of the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. Being of lawful age and in consideration of being permitted to participate in the Program, Participant and his or her spouse, heirs, executors, administrators, legal representatives and assigns, releases and forever discharges Company, its directors, officers, employees, members, and agents from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property including injury resulting in the death of Participant, which has been or may be sustained as a consequence of Participant’s participation in the Program, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of Company.
2. Participant understands that participation in the Program is voluntary. Participant further understands that he or she would not be permitted to participate in the Program unless Participant signs this Agreement.
3. Participant acknowledges that Participant does not have any physical limitations, medical ailments or conditions, physical or mental disabilities that would limit or prevent Participant from participating in the Program. If required, Participant will obtain a medical examination and clearance. Participant agrees to wear a seatbelt or similar restraint while participating in the Program.
4. Participant understands that the Program involves risks, dangers and hazards including, but not limited to: changing weather conditions, mechanical failure of bicycles; falls; loss of balance; difficulty or inability to control one’s speed; variations in cycling terrain; and collisions. I am aware of the risks, dangers and hazards and accept and fully assume all such risks, hazards and dangers and the possibility of personal injury, property damage or loss resulting therefrom. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself.
5. Participant hereby acknowledges and agrees that Participant has carefully read this Agreement, that Participant fully understands the same, and that Participant is freely and voluntarily executing the same.
6. Participant understands that by signing this Agreement, Participant agrees to be forever prevented from suing or otherwise claiming against Company for any property loss or personal injury that Participant may sustain while participating in or preparing for the Program.
7. This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not a mere recital.
8. This Agreement will be construed in accordance with and governed by the laws of the State of Wyoming.

Participant Name

Participant Signature

Date

Guardian Name (if any)

Guardian Signature (if any)

Date

