RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND PARENTAL CONSENT AGREEMENT ("Agreement") for CLIMATE RIDE, INC. (a Montana Nonprofit Corporation) ("CLIMATE RIDE")

(This form is to only be used for Individual Adults or for Adults on behalf of Minors)

IN CONSIDERATION of being permitted to participate in any way in any **CLIMATE RIDE** sponsored or otherwise supported (including virtual events and independent challenges) Bicycling, Running or other athletic challenge Activities ("Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I also acknowledge that accidents and illnesses may occur in remote areas without easy access to medical facilities. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that (a) THE ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY OR ILLNESS, INCLUDING VIRAL OR BACTERIAL INFECTIONS. OTHER COMMUNICABLE DISEASES, PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) Risks include, but are not limited to, travel to and from the Activity, crashes, falls, rental equipment or other mechanical failures, changing surface conditions, surface variations, ground conditions, snow, sand, water and ice conditions, changing weather conditions, high altitude sickness, exhaustion, orthopedic injuries, overuse injuries, dehydration, hypothermia, sunburn and heatstroke, getting lost or separated, lack of shelter, storms, lightning, hail, snow and other adverse weather, limited access to and/or delay of rescue and medical attention, insect bites, plant reactions, animal and living organism interactions, Lyme's Disease, West Nile Virus, Hantavirus, exposure to and contracting of airborne contagions and other communicable diseases, including but not limited to the COVID-19 virus and/or its mutations, and mental distress associated with any of the above; (c) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (d) 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, WHETHER OR NOT SPECIFICALLY LISTED HEREIN, AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE ANY OF CLIMATE RIDE, any contracted tour operators for the Activity, any beneficiaries of the Activity (if the Activity is a fundraising event), any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, any of the respective administrators, directors, trustees, agents, officers, members, contractors, consultants, volunteers, and employees of the foregoing, or any other participants in the Activity (each of the foregoing considered one of the "RELEASEES" herein) FROM ALL LIABILITY, 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 OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS. And, I FURTHER AGREE that if, despite the foregoing and other provisions of this Agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, 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 AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY 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. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PARTICIPANT'S NAME (PRINTED): _____

PARTICIPANT'S SIGNATURE (only if age *18* or over): _____

ADDRESS:

_____

(Street) *(City)* *(State)* *(Zip)*

PHONE: _____ DATE: _____

MINOR RELEASE

(Please complete for Participants Under the Age of 18 and mail to Climate Ride office)

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BICYCLING AND OTHER PHYSICALLY CHALLENGING ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY AGREE TO ALL PROVISIONS OF THIS AGREEMENT ON THE BEHALVES OF MYSELF, THE MINOR AND ANY OTHER PARENT AND/OR LEGAL GUARDIAN OF THE MINOR AND REPRESENT THAT I AM AUTHORIZED TO DO SO. FURTHER, I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

MINOR'S NAME (PRINTED): _____ BIRTH DATE OF MINOR: _____

SIGNATURE OF MINOR PARTICIPANT: _____

PARENT/GUARDIAN NAME (PRINTED): _____

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18): _____

ADDRESS: _____

(Street) *(City)* *(State)* *(Zip)*

PHONE: _____ DATE: _____