

AMERICAN FRIENDS OF ALYN HOSPITAL, INC.

WHEELS OF LOVE: USA RELEASE AND WAIVER

I hereby express my desire and intention to participate in the Sunday, May 23, 2021 Wheels of Love USA bicycle ride (“Ride”) at Lewis Morris State Park in Morristown, NJ, to raise funds for American Friends of ALYN Hospital, Inc. (“AFAH”). I acknowledge and agree that such activity by me and/or one (1) or more minor(s) for whom I am legal guardian (collectively, the “Participant”) involves risks of injury and harm to Participant, including those described below. Despite such risks, I am agreeing to this waiver of legal rights and release of liability (the “Waiver”) that will deprive Participant and/or my/our heirs of the right(s) to sue certain parties, including AFAH.

WARNING: READ CAREFULLY, THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES THE PARTICIPANT OF THE RIGHT TO SUE AFAH AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

In consideration of the Participant’s participation in the Ride, Participant hereby agrees to and makes the following contractual covenants, representations, and warranties pursuant to this Waiver:

1. I hereby represent that Participant is in good health and physical condition and is a sufficiently competent and proficient enough bike rider to participate in the Ride. I agree that it is my sole responsibility to determine whether Participant is sufficiently fit and healthy enough to participate in the Ride.
2. I acknowledge that the COVID-19 virus and all of its variants (collectively, “Coronavirus”) is a contagious illness and that the Centers for Disease Control and Prevention (“CDC”) and many other public health authorities recommend, among other measures, practicing social distancing, and wearing a mask, at all times. I acknowledge that by participating in the Ride, Participant is increasing and assuming the risk of exposure to the Coronavirus. I covenant that Participant will comply with all applicable laws, regulations, and guidelines to reduce the spread of the Coronavirus in connection with Participant’s participation in the Ride. I further acknowledge that AFAH while performing recommended measures to limit the spread of the Coronavirus, cannot guarantee that Participant will not be exposed to the Coronavirus. I understand that the risk of becoming exposed to and/or infected by the Coronavirus may result from the actions, omissions, or negligence of Participant, and others, including, but not limited to, other Ride participants, spectators, personnel, and the Released Parties.

I covenant and agree that Participant will check and comply with the [CDC](#) and [New Jersey Department of Health](#) guidelines (together, the “Guidelines”) for quarantine in connection with the Coronavirus and will not attend the Ride in violation of such Guidelines, including, without limitation, if:

- a) Participant or any member of Participant’s household experiences any of the [Coronavirus symptoms such as fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting or diarrhea](#) on the day of the Ride.
- b) Participant or any member of Participant’s household was diagnosed with or was exposed to someone with a suspected and/or confirmed case of the Coronavirus and has not completed their quarantine in accordance with the Guidelines.

- c) Participant traveled within 14 days prior to the Ride and has not complied with the [New Jersey Department of Health travel restrictions](#).

I understand that if I do not follow the above procedures I may be prevented from participation or asked to leave the Ride immediately.

3. I understand and acknowledge that bicycle riding is inherently dangerous. I understand that participation in such an activity involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and or death; accidents, illness, contact or collision with other bike riders, motor vehicles, and natural or man-made objects; Coronavirus; sprains, broken bones, and torn muscles or ligaments; inadequate safety measures, situations beyond the immediate control of AFAH and its staff and volunteers organizing the Ride, and any other undefined harm or damage which may not be readily foreseeable, and presently unknown risks and dangers (collectively, the “Risks”). I also understand that these Risks may be caused in whole or in part by the Participant’s own actions or inactions, and/or the actions or inactions of others participating in the Ride, and/or acts, inaction or negligence of the Released Parties (as defined below) and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which the Participant or my/our next of kin may incur as a result of Participant’s participation in the Ride.
4. I hereby release, waive and covenant not to sue and further agree to indemnify and hold harmless AFAH, ALYN-Woldenberg Family Hospital/Pediatric and Adolescent Rehabilitation Center (“ALYN”), their sponsors, subsidiaries, and affiliates, and their respective owners, officers, directors, trustees, employees, donors, volunteers, agents, representatives, successors, and assigns (collectively, the “Released Parties”) with respect to any liability, claim(s), demand(s) cause(s) of action, damages, losses or expense (including court costs and reasonable attorney’s fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate to Participant’s participation in the Ride, including claims of Liability caused in whole or in part by the active or passive negligence of the Released Parties to the fullest extent allowed by law. I further agree that, if despite this Waiver, I or anyone on my behalf, makes a claim for Liability against the Released Parties, I and the Participant will indemnify, defend, and hold harmless each of the Released Parties from any such Liability which may be incurred as a result of such claim.
5. I hereby grant AFAH, ALYN, and their representatives the right to photographs (“Photographs”), audio recordings, or video recordings, and any reproduction thereof (“Recordings”), taken of Participant in connection with the Ride, and the right to copyright, publish, reproduce, or otherwise use Participant’s full name, biography, voice, image, and likeness for promotional, documentary, educational, or any other lawful purposes, in any and all media, in any manner throughout the world, and for an unlimited number of times in perpetuity. I waive any right that I may have to inspect or approve any finished product created or used by the Released Parties that contains Photographs and/or Recordings of Participant.
6. I hereby warrant that I have read this Waiver carefully, understand its terms and conditions, acknowledge that the Participant will be giving up substantial legal rights by signing it (including the rights of Participant’s spouse, children, parents, guardians, heirs and next of kin, and any legal or personal representatives, executors, administrators, successors and assigns) and acknowledge that I have signed this Waiver freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Waiver.