

Active Transportation Alliance ("Active Trans") is affiliated with events for bicycle riding, bicycle racing and other bicycling events ("Bicycling Events"). In consideration of being allowed to participate or volunteer in Bicycling Events, I agree to the terms and conditions contained in this Waiver and Release of Liability.

I or my agent acknowledge and agree: (i) Bicycling Events is a strenuous activity beyond the capability of some people, and may cause minor, severe and/or permanent injuries or death to people who are not in sufficient physical fitness, training and/or experience; (ii) I have made my own determination as to whether I am able to safely participate and/or volunteer for Bicycling Events; (iii) Active Trans has not evaluated my ability to participate in Bicycling Events; (iv) advice dispensed through Active Trans may not be appropriate for me, and it is my responsibility to make this determination; (v) Bicycling Events is or may be a test of a person's physical and mental limits and carries with it, regardless of physical fitness or experience, the potential for death, serious injury and property loss; (vi) risks of participating in or volunteering for Bicycling Events include, without limitation, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration; and (vii) that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. These risks are not only inherent to athletics and participants, but are also present for volunteers.

I or my agent certify that my level of fitness is appropriate to participate in or volunteer for Bicycling Events and that I am voluntarily undertaking participation or volunteering in Bicycling Events. I or my agent certify that I have sufficiently trained or prepared for participation in or volunteering for Bicycling Events. I am undertaking of my free will participation or volunteering in Bicycling Events, and I have not been advised against participation in such activity by a health care professional. I agree to wear an ANSI, CPSC, or SNELL approved helmet properly at all times while participating in Bicycling Events affiliated with Active Trans.

I or my agent acknowledge the contagious nature of the COVID-19 virus, and respect that Active Trans adheres to the CDC and Illinois Department of Public Health ("IDPH") recommendations of practicing social distancing and wearing face coverings. I or my agent further acknowledge that Active Trans has put in place preventative measures to reduce the spread of the COVID-19 virus, to the best of their abilities. I or my agent further acknowledge that no guarantee exists regarding whether or not I may contract COVID-19. I or my agent understand that the risk of becoming exposed to and/or infected by the COVID-19 virus may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Active Trans' staff, volunteers, or participants. I or my agent acknowledge that I increase my risk of exposure to COVID-19 by participating in Bicycling Events. I acknowledge that I must comply with all set procedures to reduce the spread while in attendance, including following all CDC and IDPH recommended guidelines. Notwithstanding the risks associated with the disease, I acknowledge that I am voluntarily Bicycling Events with knowledge of the danger involved.

I or my agent further acknowledge that some Bicycling Events may be canceled, rescheduled, or become virtual for safety reasons, including but not limited to severe weather or a public health emergency, such as the COVID-19 pandemic. The IDPH's Regional COVID-19 Resurgence Criteria may dictate that

Bicycling Events may be canceled or rescheduled to comply with additional community mitigation interventions, including but not limited to government mandated shelter in-place orders, bans on mass gatherings, and social distancing policies and recommendations needed to control the further spread of COVID-19. I or my agent acknowledge that Active Trans may exercise its judgement to cancel live Bicycling Events and replace live Bicycling Events with a virtual one. I or my agent further acknowledge that I will not seek a refund if Active Trans has determined that live Bicycling Events cannot occur and a virtual event will be substituted.

I or my agent, for myself, my past, present and future agents, attorneys, representatives, predecessors, successors, assigns, heirs and executors (collectively "Participant Parties"), do hereby waive, release, and discharge Active Trans, the City of Chicago, the Chicago Park District, Fifth Third Bank, N.A. and each of their respective past, present and future officers, directors, agents, employees, parents, subsidiaries, predecessors, successors, affiliates, assigns, sponsors, volunteers (including any individual giving a presentation, advice or information in conjunction or associated with Bicycling Events), attorneys, any Active Trans members or representatives (collectively the forgoing are "Active Trans Parties") from any and all manner of liability, claims for damages, causes of action, proceedings, losses, compensation, attorneys' fees, costs, and expenses of suits, claims and demands whatsoever or any kind, which have or may arise in the future from my participation in or volunteering for Bicycling Events through or involving Active Trans, including, but not limited to, any and all claims, losses or liabilities for negligence, death, injury, disability, property damage, medical bills, theft or damage of any kind, including without limitation economic losses (collectively, "Losses"), which have or may in the future arise out of or relate to my participation in, volunteering for, or traveling to and from Bicycling Events via bicycle, car, public transportation, foot, or any other method through or involving Active Trans. I or my agent acknowledge that there may be mode of transportation, persons, dangerous or adverse road or path conditions, hazards, wildlife or hidden objects present during Bicycling Events through or involving Active Trans. I or my agent understand all of the risks, known and unknown, associated with Bicycling Events, including without limitation, all those so stated in this waiver and release of liability and all those known and unknown. I or my agent assume the risks, both known and unknown, related thereto of participating in or volunteering for Bicycling Events through or involving or associated with Active Trans. I or my agent assume all other risks, known and unknown, associated with participating in or volunteering for Bicycling Events through or involving or associated with Active Trans, including without limitation contact or effects of other participants and effects of weather.

I or my agent, on behalf of myself and Participant Parties, AGREE NOT TO SUE or otherwise bring any claim or proceeding for Losses against any Active Trans Parties for any and all Losses assessed against them as discharged herein.

I or my agent GRANT PERMISSION to Active Trans, and those acting by or on behalf of or under its authority the unconditional right to use my name, voice, photographic likeness and physical likeness relating to my participation in or volunteering for Bike the Drive or other Bicycling Events event for which Active Trans is so associated. This waiver and release of liability further authorizes Active Trans to edit, to telecast, to webcast, to podcast, to cablecast, to rerun, to duplicate, to use, to syndicate, to license and to distribute in any medium or form said production (collectively "Media"). I or my agent hereby agree, acknowledge, and grant that at creation, Active Trans has and will continue to have all right, title, and interest in and to such Media to do with such Media as it chooses for its independent business purposes or to do nothing at all with such Media. To the extent I have any right, title, or

interest in such Media, I hereby assign such to Active Trans. I or my agent further agree that the Media and all rights therein are entirely the property of Active Trans, its licensees, successors and assigns, absolutely and forever, for any and all copyright terms and all extensions and renewable terms of copyright whether now known or hereafter created throughout the world, and for all uses and purposes whatsoever.

I or my agent WAIVE, to the extent I have any, all rights to any current or future compensation to which I may be entitled as a result of use of my name, voice, photographic likeness or physical likeness in such Media.

I or my agent hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during this Bicycling Events event.

I or my agent WILL INDEMNIFY AND HOLD HARMLESS the Active Trans Parties from any and all Losses assessed against them arising or as a result of (i) my actions, inactions or negligence, (ii) the actions, inactions or negligence of the Active Trans Parties and others hereby indemnified, (iii) the conditions of the facilities, equipment or areas where Bicycling Events is being conducted and (iv) any other harm, injury or damage caused by an occurrence related to or during Bicycling Events through or involving Active Trans.

This Waiver and Release of Liability will be construed broadly to provide a release and waiver of liability and those affirmative consents and covenants to the maximum extent permissible under applicable law. If any provision is held by a court of competent jurisdiction to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable or, if not so allowed by law, disregarding such provision, and all other provisions of this waiver and release of liability are to remain in effect as written. This waiver and release of liability will be governed and construed under the laws of the State of Illinois, without giving effect to its conflict of law rules.

I OR MY AGENT AFFIRM THAT THAT I AM THE PRIMARY REGISTRANT, I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, AND I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS.

IF REGISTERING A MINOR, I represent that I am the custodial parent or legal guardian of the minor. I consent to the terms of the foregoing application form, including the waiver and release of claims and indemnity on his/her behalf. I affirm I have the authority to grant such consent. In the event the foregoing affirmation is not accurate, agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.