

**CRANK DADDY'S BICYCLE WORKS
AGREEMENT TO RELEASE, WAIVE LIABILITY, INDEMNIFY AND COVENANT NOT TO SUE**

I, the undersigned Participant, desire to participate in athletic, wellness, exercise and/or physical fitness activities which may include vigorous cardiovascular activity (including, without limitation, stationary bicycles) (the "Fitness Activities"), at Crank Daddy's Bicycle Works located at 2108 North Farwell Avenue, Milwaukee, Wisconsin 53202 ("Crank Daddy's"). I understand that participation in the Fitness Activities at Crank Daddy's may involve the risk of bodily injury, property damage, and other dangers. Dangers may include, but are not limited to, the following: broken bones, strains, sprains, bruises, concussions, heart attack, heat exhaustion and, in some cases, even death. I acknowledge these risks and dangers and, these risks and dangers notwithstanding, I have made a voluntary decision to participate in the Fitness Activities at Crank Daddy's. I further understand that Crank Daddy's, and any of its related parties, subsidiaries or assigns (collectively, the "Parties") do not warrant or guarantee the competency, mental condition, physical condition or ability of me, or anyone else, to participate in the Fitness Activities at Crank Daddy's. The Parties recommend that I consult with a physician before undertaking any program of regular exercise.

Release and Waiver of Liability. In consideration for my permitted participation in the Fitness Activities at Crank Daddy's, I, for myself, my spouse, heirs, assigns, related individuals and related entities, do hereby release, waive, absolve, discharge and agree to hold harmless the Parties, their members, shareholders, directors, officers, employees, agents, parent and subsidiary entities, and insurers (collectively, the "Released Parties") from and against any and all rights, claims, demands, causes of action, obligations, suits, liens, damages or liabilities of any kind and character whatsoever, whether known or unknown, suspected or claimed, which I shall or may have in the future against the Released Parties arising out of, based on, related to or connected with my participation in the Fitness Activities at Crank Daddy's.

Indemnification. I agree to indemnify and hold the Released Parties harmless from the payment of any and all judgments, settlements, costs, disbursements and attorney fees that are associated with the Released Parties having to defend or investigate any claim, action or proceeding of any type whatsoever arising out of my participation in the Fitness Activities at Crank Daddy's including, but not limited to, claims for breach of contract, negligence, strict liability, or otherwise.

Covenant Not to Sue. I covenant and agree to forever refrain from instituting, prosecuting, maintaining, proceeding on, assisting with or advising to be commenced a suit which arises out of, or may be, in whole or in part, based upon, related to or connected with the released matters herein or any part of them. I acknowledge that this Release and Waiver of Liability is executed in exchange for the opportunity to participate in the Fitness Activities at Crank Daddy's. This Release and Waiver of Liability shall remain in force until written revocation thereof is delivered to Crank Daddy's; however, I recognize that such revocation will result in my being barred from further participation in the Fitness Activities at Crank Daddy's.

Limitations. This Agreement to Release, Waive Liability, Indemnify and Covenant Not To Sue does not, however, absolve the Released Parties from any liability, damages, costs, disbursements and attorney fees incurred due to their intentional or reckless conduct.

PLEASE READ THIS DOCUMENT AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING IT.

If Participant is a minor, parent or guardian must sign on behalf of Participant.

I HAVE READ THIS AGREEMENT TO RELEASE, WAIVE LIABILITY, INDEMNIFY, AND COVENANT NOT TO SUE, UNDERSTAND IT, VOLUNTARILY AGREE TO IT, AND FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT.

Participant Signature

Crank Daddy's Representative Signature

Participant Name (Please Print)

Crank Daddy's Representative Name (Please Print)

Date

Date