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Description automatically generated**

**Participant/Volunteer Release & Waiver of Liability**

By participating in activities (including, but not limited to, bicycle rides and bicycle related activities) with Always B Smiling Inc., I assume all risks and liabilities of the activities and release Always B Smiling Inc. from any claim by me, my representatives, and my heirs or next of kin.

1. I understand the nature of activities provided by Always B Smiling Inc. and I am qualified to participate in such activities. I understand that these activities may 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 further agree that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.

2. I fully understand that:

(a) The activities provided by Always B Smiling Inc. involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death.

(b) These risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activity, the actions or inactions of nonparticipants, the conditions in which the activities take place, or the negligence of the participants, organizers, and patrons of the Always B Smiling Inc.

(c) 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 and all responsibility for any losses, costs, and damages I may incur as a result of my participation in the activity.

3. I RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS Always B Smiling Inc., THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, AGENTS AND EMPLOYEES, OTHER PARTICIPANTS, ANY SPONSORS, ADVERTISERS, AND IF APPLICABLE, OWNERS AND LEASERS OF PREMISES ON WHICH THE ACTIVITIES TAKE PLACE, FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THEM, INCLUDING NEGLIGENT RESCUE OPERATIONS.

4. I hereby grant Always B Smiling Inc. the irrevocable right to use and reproduce my name and my photograph (digital or otherwise), video or likeness for promotional purposes, including but not limited to publication on the World Wide Web, in press materials and in advertising and marketing materials. This right is granted from the time Always B Smiling Inc. receives or creates materials featuring my name, photograph, or likeness. I specifically release Always B Smiling Inc. and its agents from any and all claims, of any and every nature, based on any use or uses of the above. I certify that I am over eighteen years of age and am under no legal or contractual disability to grant the rights and license above.

If the participant is a minor, then I hereby give my permission on their behalf as their parent or legal guardian.

Date Date

Participant/Volunteer Signature Guardian Signature (If applicable)

Printed Name & Telephone Number Printed Name & Telephone Number

Emergency Contact & Telephone Number