

## **Zephyr Cycling Studio Rider Agreement**

I have signed up to attend class at Zephyr Cycling Studio, LLC, (“Zephyr”) and in partial consideration for such membership, I acknowledge, represent and agree as follow:

1. Zephyr has disclosed to me, and I acknowledge that indoor cycling carries certain health risk including but not limited to mild to severe muscle and tendon strain, mild to severe joint pain and even heart attacks.
2. I represent to Zephyr that I am in good health and have no disability, impairment, medical condition, illness or health related issue which may prevent me from engaging in vigorous exercise or using Zephyr’s facilities and taking classes offered by Zephyr’s instructors, or which pose a health risk to other users of Zephyr’s facilities.
3. I assume full responsibility for my medical condition as it relates to engaging in exercise and using Zephyr’s facilities. I have consulted with a physician and have not been instructed by such physician to refrain from using Zephyr’s facilities or not to participate in any activities of the type available in Zephyr’s facilities, or in lieu of such consultation, I represent that I have had the opportunity to have done so and have waived the opportunity to do so.
4. I have adequate insurance (including, without limitation, health insurance) necessary to provide for and pay any and all medical costs that may directly or indirectly result from my use of Zephyr’s facilities.
5. I understand that my presence in Zephyr’s facilities and my use of Zephyr’s facilities involves risk as disclosed herein. I hereby knowingly and freely assume all risk and responsibility for any and all damage to property or bodily and/or personal injury in connection with my use of Zephyr’s facilities, or taking classes offered by Zephyr.
6. I hereby release, discharge and covenant not to sue (and relinquish my rights to sue) Zephyr, its members, managers, employees, attorneys, and their respective successors and/or assigns (each a “Released Party” and collectively, the “Released Parties”), from and with respect to any and all liability, claims, demands, actions, suits, rights and/or causes of action of whatever kind or nature, now or hereafter existing, whether known or unknown, present or future, foreseen or unforeseen, whether caused by the negligence of a Released Party or otherwise, that may arise from my use of Zephyr’s facilities, or taking classes offered by Zephyr, including, without limitation, any damage to property or bodily and/or personal injury in connection therewith. I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which person giving the release does not know or suspect to exist at the time of executing the release. I acknowledge that this means, in part, that I am hereby releasing any and all unknown future claims.
7. I agree to indemnify and hold harmless the Released Parties from and against any loss, damage, claim, suit, liability, demand, cost and/or expense, paid or incurred by the

Released Parties, or asserted against any of them (including attorney's fees, court costs and disbursements) caused in whole or in part, by, or arising directly or indirectly out of my use of Zephyr's facilities, taking classes offered by Zephyr, and/or my breach of this Agreement.

8. Zephyr has advised me not to bring valuable personal property into Zephyr's facilities. I assume full responsibility for any loss of or damage to my personal property which may occur at Zephyr's facilities. The Corporation shall not be liable for the loss, theft, or damage of any personal property located anywhere in Zephyr's facilities.
9. Any dispute of claim involving Zephyr and me shall be submitted to mediation in accordance with the customary mediation procedures in Gallatin County, Montana, and if the dispute is not resolved through mediation, both Zephyr and I agree to submit the dispute to binding arbitration in accordance with the Montana Uniform Arbitration Act, and judgment on the award rendered by the arbitrator) may be entered in any court having jurisdiction thereof.
10. I agree to the following miscellaneous provisions:
  - a. I have neither requested nor received any express representations or warranties as to the use of Zephyr's facilities and Zephyr has not made and does not make any actual or implied representations or warranties regarding the condition or appropriate use of Zephyr's facilities, or taking classes offered by Zephyr.
  - b. This Agreement has been executed by me and may not be used by any other person for the purpose of using Zephyr's facilities.
  - c. I have received a copy of Zephyr's rules and regulations and agree to abide by them and any amendments to them hereafter adopted. I agree that Zephyr may suspend or revoke my right to use Zephyr's facilities upon determining, in its sole discretion, that I have materially violated any of the Zephyr's facilities rules and regulations or that I have materially breached the terms of this Agreement.
  - d. This Agreement covers any and all liability, claims and actions caused entirely, or in part, by any and all acts or failures to act on my part, including but not limited to, negligence or mistake.
  - e. This Agreement shall also bind my assigns, heirs, executors, administrators, and assigns.
  - f. Zephyr's facilities Release and Waiver shall be governed by, construed and enforced in accordance with, the laws of the Montana.
  - g. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws, then and in such event, it is the express intention of the parties that the remainder of

this Agreement, or the application of such terms, clauses or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Agreement, and the application thereof, shall be legal, valid and enforceable to the fullest extent permitted by law.

- h. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, statements, promises and discussions, oral and written, between the parties hereto with respect to the subject matter of this Agreement.
- i. The provisions of this Agreement will continue in full force and effect even after the termination of the activities conducted by me at Zephyr's facilities.

11. I have read and fully understand the terms of this Agreement, and understand that I may have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement. I agree to abide by and be bound by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as follows:

Zephyr Cycling Studio, LLC:

Rider:

By \_\_\_\_\_  
Owner

\_\_\_\_\_  
[Print Name]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**Complete if applicable:** I am the \_\_\_\_\_ [designate relationship] of \_\_\_\_\_, a minor and I have the full and complete authority to execute this Release on behalf of the minor.

\_\_\_\_\_  
[Print Name]

Date: \_\_\_\_\_

Date of Birth: \_\_\_\_\_