



Participant/Volunteer Release and Waiver of Liability

I hereby acknowledge and agree, on behalf of myself, my heirs, and my personal representatives, to fully and forever discharge and release Always B Smiling Inc. (“**ABS**”) and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives (the “**Released Parties**”) from any and all claims I may have or hereinafter have, attributable or relating to in any manner to my use of ABS services and participation in ABS activities, including, but not limited to, adaptive bicycle rides, creative arts programs, Family B Together events, and B Independent Life Skills program (collectively, the “**Activities**”). I acknowledge and agree that this Participant/Volunteer Release and Waiver of Liability (the “**Waiver**”) is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all injuries sustained by me pursuant to my participation in ABS Activities.

1. I understand the nature of the Activities conducted by ABS 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 Activities 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, it is my responsibility to immediately discontinue further participation in the Activity.

2. I fully understand that:

(a) The Activities conducted by ABS 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 ABS.

(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 Activities.

3. I RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS ABS, THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, AGENTS AND EMPLOYEES, OTHER PARTICIPANTS, ANY SPONSORS, ADVERTISERS, AND IF APPLICABLE, OWNERS AND LESSORS 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 ABS, INCLUDING NEGLIGENT RESCUE OPERATIONS.

[Signature Page to Follow]

IN WITNESS WHEREOF, I hereby execute this Waiver as of the date below.

Date

Signature

Printed Name

Emergency Contact Name

Date

Guardian Signature

Printed Name

Emergency Contact
Phone Number



Participant/Volunteer Photo Release

I hereby grant Always B Smiling Inc. (“**ABS**”) 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 ABS receives or creates materials featuring my name, photograph, or likeness. I specifically release ABS 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.

Check this box if you **do not** wish to have your name or photograph used.

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

Date

Signature

Printed Name

Date

Guardian Signature

Printed Name