Waiver, Release and Indemnification

The following individual, _____ (hereinafter "User") executes this Waiver, Release, and Indemnification ("Waiver") for the benefit of RGM Properties II, LLC d/b/a Luxe On Jones and/or RGM Properties II, LLC, as well as their agents, representatives, employees, officers, members and directors (hereinafter all collectively referred to as "releasees" or "released parties") for the privilege of utilizing one or more bicycles and related equipment (collectively, the "Equipment") borrowed from a Released Party based on the following terms and conditions:

***Assumption of Risk:*** User understands that bicycling is dangerous and involves the risk of serious bodily injury and/or death and/or property damage. User fully realizes and appreciates the dangers of riding a bicycle on open public roads and fully assumes the risks associated with this activity including, by way of example but not limitation, the dangers of collision with pedestrians, vehicles, other cyclists, and fixed or moving objects; the dangers arising from surface hazards, pot holes, broken roads, equipment failure, inadequate safety equipment, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with bicycle related mishaps. Knowing these risks are involved, User nevertheless agrees to assume those risks, knowingly and voluntarily, and to release the Released Parties for any injury, death, illness or property damages occurred while using the Equipment.

***User Qualifications:*** User agrees to and agrees to insure that the User Parties (as defined below) conduct themselves in a safe and prudent manner while using the Equipment. User attests that User is physically fit, in good health, and has sufficient training to safety operate the Equipment and User will insure that any User Parties utilizing the Equipment is equally qualified to use such Equipment. User will abide by and insure all User Parties abide by all state and local municipal laws applicable to the use of the Equipment, including applicable vehicles laws.

***The Equipment:*** User understands that User is liable to the Released Party or Parties for any damage to the Equipment and shall replace such equipment at full retail value if not returned. All instructions for the use of the Equipment have been made clear to User, and User fully understands how to use the Equipment. User accepts the Equipment for use as is, and accepts full responsibility for the care of the Equipment while it is in User's possession.

***Waiver and Release of Claims (including negligence):*** In consideration for the use of the Equipment and to the fullest extent allowed by applicable law, User, on User's behalf and on behalf of User's minor children, and any of User's invitees who use the Equipment (whether authorized by a Released Party or not) (collectively, the "User Parties") WAIVES AND RELEASES RGM Properties II, LLC d/b/a Luxe On Jones and/or RGM Properties II, LLC, and all of their respective managers, members, principals, officers, directors, shareholders, employees, agents, contractors, subcontractors, successors, assigns, volunteers, invitees and guests, and any affiliated or subsidiary entities, as may now or hereafter be constituted, and any other entity of any nature which these named entities maintain the majority of ownership or financial or management control (hereinafter, collectively with the Released Parties) from any and all liabilities, claims, judgments, orders, awards, losses, expenses, costs, fines, penalties, demands, causes of action, damages or suits at law or equity of whatsoever kind, including but not limited to claims for personal injury, property damage, theft, medical expenses, loss of services, or attorney's fees (collectively "Liabilities"), on account of or in any way related to or growing out of, directly or indirectly, (i) User's or any User Parties' use of the Equipment, or (ii) failure of User or any User Parties to comply with any applicable federal, state, or local law or regulation (all of the foregoing referred to herein as the "Waived Claims").

THIS WAIVER IS INTENDED TO AND DOES RELEASE THE RELEASED PARTIES AS DEFINED ABOVE FROM ANY AND ALL LIABILITY FOR DAMAGES OR INJURIES ON ACCOUNT OF OR IN ANY WAY RELATED TO OR GROWING OUT OF USER'S NEGLIGENCE, THE USER PARTIES' NEGLIGENCE, THE NEGLIGENCE OF THIRD PARTIES, AND (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW) ANY RELEASED PARTIES' NEGLIGENCE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE IN THE CONSTUCTION, MAINTENANCE AND UPKEEP OF THE EQUIPMENT, NEGLIGENCE IN TRAINING, NEGLIGENCE IN SUPERVISION, OR VIOLATION OF ANY APPLICABLE SAFE PLACE STATUTE. HOWEVER, THIS IS NOT INTENDED TO RELEASE ANY RELEASED PARTY OR PARTIES FROM ANY LIABILITY RESULTING FROM THEIR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

User further covenants and agrees not to institute any claims or legal action against the Released Parties for any Waived Claims released by this Waiver. User further agrees that User will protect, defend, hold harmless and completely indemnify and reimburse any of the Released Parties for any and all liabilities to the extent they arise directly or indirectly from or in connection with any Waived Claims, including without limitation any related claims made by any User Parties or other third parties.

User has been provided with an opportunity to review the foregoing Waiver and, at User's option, to have this Waiver reviewed by legal counsel of User's choosing. User has read this Waiver and understands that by signing this Waiver, User has consented to be bound by its terms, including the waiver/release of any legal right User may have to sue any Released Parties for any injuries or damages User may sustain and User's obligations to reimburse the Released Parties for any costs, including attorneys' fees they incur because a claim or legal action is brought in violation of this Waiver.

This Waiver shall be governed by the laws of the State of Georgia. The User, intending to be legally bound, has caused this Waiver to be executed on the date referenced below.

User's Name_____
User's Signature_____
Date_____

Helmet Size Requested

- Small
- Medium
- Large
- Extra Large
- No Helmet Wanted

_____
*User's Initials*