

**WHEELS IN MOTION PROGRAM RELEASE AND WAIVER OF LIABILITY AGREEMENT**

I, \_\_\_\_\_, parent or legal guardian of \_\_\_\_\_ (“Participant”), acknowledge that I have voluntarily applied to have my child participate in the following activities offered by Listening Wellness Center, presented by Debbie Ennis, LICSW. I am aware that bicycling activities can be hazardous and that my child could be seriously injured or even killed. I am voluntarily signing my child up to participate in these activities with knowledge of the danger involved, and agree to assume any and all risks of bodily injury, death or property damage, whether those risks are known or unknown.

I certify that my child has been approved to participate in this activity by a qualified medical professional. Name, office location & phone # of qualified medical professional:

\_\_\_\_\_  
I (parent or guardian) verify this statement by placing my initials here: \_\_\_\_\_

I hereby assume all of the risks of participating in any/all activities associated with this event, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them, or because of their possible liability without fault.

"In consideration of my application and permitting my child to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows

(A) I WAIVE, RELEASE and DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my (or my child’s) death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: Listening, The Barre Integrated Health Center dba Listening Wellness Center, Debbie Ennis, LICSW, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that Listening, The Barre Integrated Health Center dba Listening Wellness Center and Debbie Ennis, LICSW and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf. I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers. I hereby consent to receive (and allow my child to receive) medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

\_\_\_\_\_  
**Signature of Parent or Guardian**

\_\_\_\_\_  
**Date**