

**Bearings Bike Works
Program Enrollment Form**

Enrollment Information

Participant Information:

Name: _____ Date of Birth: _____ Gender: _____

Address: _____

School: _____ Grade: _____

Race: Black/African-American White/Caucasian Asian Hispanic/Latino
 Pacific Islander Native American Other Choose not to respond

Parent / Guardian Information:

Name: _____ Phone: _____

Email: _____

Emergency Contact Information:

Name / Relationship: _____ Phone: _____

Drop-Off / Pick-Up Information (choose one):

My child may walk or bike to or from the program on their own.

My child will be dropped off / picked up by: _____

PROGRAM OVERVIEW AND RULES

For the comfort and safety of all participants, volunteers and staff, Bearings Bike Works observes the following rules for conduct and asks all participants to commit to the following as well:

1. **Safety:** For the safety of all, participants must follow rules and directions given by Bearings staff, including using all equipment only as directed. Participants who fail to do so may put themselves or others at risk and may be suspended from program participation at the discretion of Bearings staff. In the case of suspension, the participant's parent or guardian will be notified using the contact information listed above.
2. **Voluntary Participation:** Bearings Bike Works is a drop-in after school program. Program participation is limited to 2 hours per day maximum. Unless the "drop off/pick up" option is selected above, participants in Skills for Life may utilize the "drop-in" program by arriving and departing as they choose.
3. **Respect:** Bearings strives to foster an environment of respect and trust for all participants, their families, staff, and volunteers. Participants are expected to treat each other, Bearings staff, and volunteers with respect.
4. **Questionable Items:** Our staff retains the right to confiscate any potentially dangerous or illegal items that may be in a participant's possession. No weapons of any kind are permitted in or around Bearing's premises.
5. **Possessions:** Participants are solely responsible for their possessions during participation in the program. Phone use is not allowed during program time. Participants are encouraged to leave valuable items at home.

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**PROGRAM CONSENT, ASSUMPTION OF RISK, RELEASE
AND WAIVER OF LIABILITY AGREEMENT**

THIS IS A PROGRAM CONSENT, EVALUATION CONSENT, ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AGREEMENT. PLEASE READ CAREFULLY BEFORE SIGNING.

Your child has been selected to participate in one or more programs (a “Program” or “Programs”) sponsored and operated by Bearings Bike Shop, Inc. (DBA Bearings Bike Works) (“Bearings”). In connection with my child’s participation in such Program(s), I understand and acknowledge as follows:

A. My child’s participation in a Program or Programs may involve inherent risks of physical injury or illness, damage to or loss of personal property, and death.

B. My child is voluntarily participating in such Program or Programs, for my child’s personal benefit, with full knowledge and understanding of the risks and inherent dangers associated with participation in such Program(s). The value of such benefit, together with Bearings allowing my child to enter into Bearings facilities and participate in Program-related activities, is sufficient consideration of my voluntary execution of this Agreement.

C. My child has no physical, mental or cognitive condition that would prohibit his/her participation in any Program-related activities. If he/she is now or has been in the past under treatment for any physical, mental or cognitive conditions that may limit his/her participation, I will discuss such condition(s) with the Program supervisor and agree to follow his/her judgment as to whether my child should participate in the full range of Program-related activities.

D. COVID-19. In addition to any other risks posed by participating or volunteering with Organization, I understand that, despite any safety precautions being taken by Organization, by participating or volunteering with Organization, there is a risk of potential exposure to COVID-19 or any other harmful virus or bacteria, which may result in illness or death. I release, forever discharge, indemnify, and hold harmless Organization and its successors and assigns from any and all liability, claim, costs, or expense related to such risk.

E. Many participants of Bearings Bike Works programs earn a bike as part of their participation experience. These bicycles are provided to participants free of charge. The bicycle is not new. It is used and to the best of our knowledge is in good working order.

BEARINGS BIKE WORKS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, RELATED TO THE PROVISION OF THE BICYCLE AND/OR OTHER RELATED PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COMPATIBILITY, AND CONDITION OR QUALITY OF THE PROPERTY. RECIPIENT ACKNOWLEDGES THAT THE BICYCLE AND OTHER PROPERTY ARE BEING TRANSFERRED “AS-IS”, “WHERE-IS, WITH ALL FAULTS.”

In consideration of provision of the bicycle, Recipient agrees to hold Bearings Bike Works, its affiliates, officers, directors, employees, and agents harmless from, and hereby waives, releases, and discharges Bearings Bike Works from, any and all losses, costs, expenses (including attorneys’ fees), claims, damages, demands, liabilities, suits, actions, recoveries and judgments of every nature and description (collectively, “Losses”), in any way arising from or in connection

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with the provision of the bicycle and/or any other related property or use of the bicycle or property, whether or not such Losses arise out of strict liability, negligence, breach of warranty, or any other cause of action, to the fullest extent permitted by applicable law. This waiver is ongoing and shall not expire, and is governed by the laws of the State of Georgia.

F. From time to time Bearings asks participants and parents/guardians to complete surveys in order to measure the program's impact on youth development outcomes. Surveys focus on the strengths and supports that youth have and need in their lives. Surveys focus on young people's own perceptions of their strengths. These surveys are not tests. They survey your child's experiences and opinions. There are no right or wrong answers. The surveys take less than 10 minutes to complete. Bearings occasionally utilizes unique ID numbers to be able to link two surveys together in order to look at growth in the self-reported strengths and supports of each youth. These data will only be made available to the program staff administering the survey. Participation is completely voluntary. You may refuse participation on behalf of your child and your child can skip items if they so choose and end their participation at any time. A copy of the survey is available for your review at Bearings Bike Works.

Bearings Bike Works is a registered 501(c)(3). Participant information will be kept strictly confidential and will be de-identified in any evaluation report. No personally-identifiable information will be released to other people or organizations. Please review our Privacy Policy and Terms of Use on our website for further information regarding these subjects.

G. I acknowledge that I have received a copy of the Bearings Participant Rules (the "Rules"). I acknowledge that I have read and understand the terms and conditions of the Rules, and agree that my child shall comply with all of the terms and conditions of the Rules.

In consideration for the foregoing, I acknowledge and agree as follows:

1. Assumption of Risk. I, on behalf of my minor child, hereby assume and accept all risks, dangers (including personal injury, illness, disability and death) and responsibility for any losses or damages, whether caused in whole or in part, directly or indirectly, by the negligence or conduct of Bearings, its employees, volunteers, officers, directors, or any other person or entity acting in any capacity on its behalf (collectively referred to herein as the "Releasees"), that may arise in connection with my child's participation in a Bearings Program or Programs.

2. Release and Waiver of Liability. On my behalf and on behalf of my child, I hereby voluntarily release, discharge, hold harmless and covenant not to sue the Releasees, and each of them, from and against any and all claims, liabilities, actions, damages, costs or expenses of any kind ("Claims") arising out of or relating to (i) my child's participation in a Program or Programs, and (ii) my child's failure to comply with any term or provision of the Student Agreement or the Rules, and any action taken by Bearings or any of its employees or volunteers to enforce any of the terms or provisions of the Student Agreement or the Rules. I understand and agree that this Release includes any Claims based on the actions, omissions or negligence of Bearings, its employees, directors, volunteers, agents or representatives. I further understand that my agreement in this regard binds me, my child, and our respective heirs, assigns, personal representatives and estates.

3. Photography and Video Consent. In consideration for my child's participation in a Program or Programs, I hereby consent to and grant Bearings and any partner, affiliate or sponsor of Bearings (an "Affiliate") the irrevocable right and permission to use, reuse, publish, republish and otherwise reproduce, modify, display and transmit my child's likeness or image in any and all print, electronic, digital or other media utilized by Bearings or an Affiliate for

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publication, promotion, marketing or advertisement, including, but not limited to, websites, social media accounts, newsletters, and other printed marketing materials of Bearings or any Affiliate.

4. Personal Property. I acknowledge and agree that my child is responsible for the safe-keeping of any personal property in my child's possession during any Program-related activities. I further acknowledge and agree that Bearings is not responsible for the loss or theft of any of my child's personal property; and I hereby waive and release, on my behalf and on behalf of my child, any Claims arising out of or related to the loss or theft of any such personal property.

5. Consent to Treatment. In the event my child suffers a minor injury or illness during his/her participation in any Program-related activities, I hereby consent to the administration of routine, non-emergency care for my child by Bearings employees and/or volunteers. Further, in the event my child suffers an injury or illness which, in the reasonable judgment of a Bearings employee or volunteer, I hereby consent to any action by Bearings, or any employee or volunteer, to seek or arrange for emergency medical care for my child.

Governing Law. Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the state of Georgia, and that this Release will be governed by and interpreted in accordance with the laws of the state of Georgia without giving effect to its conflict of laws rules. Participant agrees that in the event that any clause or provision of this Release is held to be invalid by any court of competent jurisdiction, the invalidity of that clause or provision will not affect the remaining provisions of this Release, which will continue to be enforceable. Participant agrees that the sole and exclusive jurisdiction and venue for litigation between Participant and Organization will be a state or federal court having jurisdiction over Fulton County, Georgia.

As the parent or legal guardian of a Program participant under eighteen (18) years of age, I have read and voluntarily agreed that said minor may participate in a Program or Programs, and I have executed this Program Consent, Assumption of Risk, Release and Waiver of Liability Agreement on his/her behalf. I represent that I am the lawful parent or guardian of such Program participant. I have read this Program Consent, Assumption of Risk, Release and Waiver of Liability Agreement, and I agree that I am bound by it (regardless of whether or not I have read it).

Name of Program Participant: _____

Signature of Parent or Guardian: _____

Printed Name of Parent or Guardian: _____

Date: _____