

Assumption of Risk, Waiver and Hold Harmless Agreement

The below form must be filled out before you participate in the bicycle tune-up program.

1. I, _____, have voluntarily sought to participate in the bicycle tune-up program at **Microsoft, One Microsoft Way** _____, 201__.
 - a) (initial) _____ I agree to bike to work at least 60 percent of the time and this bicycle is used for my commute to work.
 - b) (initial) _____ This subsidized offer is limited to two tune-ups per fiscal year (July 1 - June 30).
 - c) (initial) _____ I confirm I am a Microsoft FTE or intern (blue badge) or a business partner or guest (green or purple badge) on the date I drop off my bike for the tune-up and the date I pick up my bike from the tune-up.
2. I understand that riding a bicycle presents an inherent risk of injury, serious bodily harm, or death and in consideration of being allowed to participate in this Activity, I expressly assume all risks, including personal injury and death, arising in any way out of my participation in this Activity or the continued riding of my bicycle after the tune-up services provided by **Velofix or Eastside Ski & Sport**.
3. I understand that participation in the Activity is completely voluntary and that by selection of Service Provider to provide bicycle tune-ups, Microsoft makes no representations about or referrals for their service.
4. In consideration of the benefits I will receive from participating in the Activity, I hereby agree that I, my assignees, heirs, next of kin, distributees, guardians, and legal or personal representatives will not make a claim against, sue, or attach the property of Microsoft or any subsidiary or affiliate of Microsoft (collectively referred to as "Microsoft"), or any person acting in his/her capacity as an employee, officer, director, agent, contractor representative of (collectively referred to as "Released Parties"), for injury, death, damage, or loss caused in whole or in part by the negligence or other acts or omissions of the Released Parties as a result of my participation in the Activity. I hereby assume the risk of, waive and release the Released Parties from all actions, claims, or demands that I, my assignees, heirs, next of kin, distributees, guardians, and legal or personal representatives may have for injury, death, damage, or loss resulting in any way from my participation in the Activity, including but not limited to claims for negligence, gross negligence, intentional tort and claims for which strict products liability otherwise would apply. I further agree to indemnify and hold harmless Released Parties.
5. I understand and agree that if a claim, suit, or attachment is brought or sought against me as a result in any way of my participation in the Activity, that I shall not be entitled to any defense or indemnification by Microsoft in connection with such claim, suit, or attachment.
6. I understand and agree that the owner, sponsor, manager, and/or supplier of services in connection with the Activity may ask me to sign a waiver, release, and/or an indemnification agreement or similar type of agreement (collectively referred to as "Agreements") which may substantially limit my legal rights and expose me to greater legal damages. I understand and agree to read and consider such Agreements before deciding whether to assent to them and that if I choose to assent to them, I do so in my individual capacity, not based on my relationship with, if any, and that shall not be responsible for the consequences of my agreeing to any such Agreement.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND PROMISE NOT TO SUE OR MAKE A CLAIM, AND I SIGN THIS OF MY OWN FREE WILL.

Executed at **One Microsoft Way** _____, 201__.

RELEASOR:

Print Name

Print Alias

Signature