



WAIVER OF LIABILITY FOR PARTICIPATION IN ANY WHISTLER CYCLING CLUB ACTIVITY

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT **PLEASE READ CAREFULLY!**

TO: the Whistler Cycling Club and all owners or occupiers of venues or premises where Cycling Activities (as defined herein) take place, and their respective directors, officers, members, employees, instructors, guides, volunteers, officials, course workers, first aid attendants, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees")

DEFINITIONS

In this Release Agreement the term "Cycling Activities" shall include all activities, events, competitions, training rides, tours, programs, workshops, lessons, clinics or other related services, including cross-country, downhill, velodrome (track), Bicycle-motocross (BMX), trials, cyclo-cross or road cycling, which are organized, provided, arranged, conducted, sponsored, promoted or authorized by or connected with the Releasees.

HELMETS

I, the Applicant herein, have been advised to wear an approved helmet while participating in Cycling Activities, and to comply with all applicable municipal and provincial highway laws and regulations. I recognize that serious head injury or death can result even when a helmet is worn.

ASSUMPTION OF RISKS

I am aware that participation in Cycling Activities involves many risks, dangers and hazards including, but not limited to: changing weather conditions; mechanical failure of bicycles; falls; loss of balance; high speed descents; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration on hills and inclines; extreme variation in cycling terrain including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, streams and creeks; constructed features such as bridges, ramps, ladders, bumps, berms, jumps, and drops; collisions with natural and constructed objects, other participants, vehicles, pedestrians, spectators and officials; encounters with domestic or wild animals; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES.**

I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF CYCLING ACTIVITIES. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH CYCLING ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Cycling Activities, other than what is set forth in this Release Agreement. **I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

APPLICANT (print full name) _____ SIGNATURE _____

EMAIL ADDRESS _____ CELL # _____ DATE _____

EMERGENCY CONTACT _____ CELL # _____

IF THE APPLICANT IS UNDER 19 YEARS OF AGE: In the event that the Applicant makes a claim of any kind whatsoever against the Releasees, I, as guardian of the Applicant, hereby **INDEMNIFY THE RELEASEES** for any and all liability on the part of the Releasees for any personal injury to the Applicant, property damage, loss or personal injury to any third party resulting from the Applicant's participation in Cycling Activities.

PARENT/GUARDIAN (print) _____ SIGNATURE _____

EMAIL ADDRESS _____ CELL # _____ DATE _____

I am further aware that the group leaders and guides of the Releasees may not be certified cycling or touring guides or instructors, and that none of the Cycling Activities are intended to be professionally instructed sessions or clinics.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in Cycling Activities either as a member of the Whistler Cycling Club or as a competitor, course worker, official, volunteer, event organizer, guest or member of the media, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the **RELEASEES AND TO RELEASE THE RELEASEES** from any and all liability for any injury, loss, damage or expense, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in Cycling Activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337 ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN CYCLING ACTIVITIES REFERRED TO ABOVE;**

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Cycling Activities;

3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.