

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!

SIGNATURE OF PARTICIPANT

Name	Last	First	Middle Initial
Address	Street		
	City	Prov./State	Postal/ZipCode

Club Name	
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and its (their) directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "the Releasees")

DEFINITION

In this Release Agreement: the term "Mountain Biking" shall include all activities, services and use of facilities either provided by or arranged by the Releasees, including, but not limited to: orientation and instruction sessions; recreational activities undertaken during the event, tour; travel by mountain bike; all travel either within or beyond the designated boundaries, including in the backcountry and on logging roads and trails.

ASSUMPTION OF RISKS

I am aware that Mountain Biking involves many inherent risks, dangers and hazards, including but not limited to: exposed rock, earth, ice or other natural objects; trees, tree wells, tree stumps, forest deadfall; holes and depressions on or beneath the trail or surface; variable and difficult weather conditions; changes or variations in the terrain which may create blind spots or areas of reduced visibility; streams and creeks; cliffs; crevasses; travel on back-country roads; snowcat roads, road-banks and cut-banks; impact or collision with other mountain bikes and vehicles, becoming lost or separated from the guides or other participants; mechanical failure of mountain bikes and related equipment; extreme and rapidly changing weather conditions; encounter with wildlife including bears; avalanches; the failure to operate a mountain bike safely or within one's own ability; negligence of other mountain bikers and other persons; AND NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE. Communication in the alpine terrain may be difficult, and in the event of an accident, rescue, medical treatment and evacuation may not be available or may be delayed. Alpine weather conditions may be extreme and can change rapidly and without warning.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MOUNTAIN BIKING 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in mountain biking and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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 loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in mountain biking, 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, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN MOUNTAIN BIKING 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 mountain biking;
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 where the mountain biking takes place and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the mountain biking takes place and shall be within the exclusive jurisdiction of the Courts of that province.

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 participating in mountain biking, 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.

Signed this _____ day of _____, 20_____.

Witness
Please print name clearly

Signature of Participant
Please print name clearly
Signature of Guardian if Participant is under age of majority



Release, Waiver, and Assumption of Risk for the **SUNFLOWERS CYCLING CLUB**

I, _____ hereby acknowledge and agree that in consideration of being permitted to participate in the activities of, “ SUNFLOWERS CYCLING CLUB” I do hereby release officers, directors, employees, independent contractors, agents, affiliated clubs, volunteers from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in, any events of “ SUNFLOWERS CYCLING CLUB” notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of any members, officers, directors, employees, independent contractors, agents, affiliated clubs and volunteers.

And, I hereby acknowledge and agree:

1. Sunflowers Cycling Club means, and shall be deemed hereby to mean, Sunflowers Cycling Club., a not-for-profit corporation to carry on the activities of a cycling club. Any reference in this Release, Waiver and Assumption of Risk or the attached Consent and Release of Parent or Guardian to Sunflowers Cycling refers to and shall be deemed to refer to Sunflowers Cycling Club., a not-for-profit corporation. The Release, Waiver and Assumption of Risk and the Consent and Release of Parent or Guardian is hereby directed to Sunflowers Cycling Club., a not-for-profit corporation and to no other person, entity or association whatsoever;
2. Bikefit. is a sponsor only (the “Sponsor”) of Sunflowers Cycling Club a not-for-profit corporation under the name Sunflowers Cycling Club. and that the Sponsor is not otherwise affiliated with Sunflowers Cycling Club. nor, by virtue of its sponsorship, does the Sponsor thereby become responsible to me (or my child, as the case may be) in any way whatsoever and I hereby release, indemnify and forever hold harmless the Sponsor, its officers, directors, employees and agents, or assignees, from every claim and any liability howsoever arising, that I may allege or my child may allege (if I am signing this consent and release as a parent or guardian), against the Sponsor.
3. that the sport of cycling is very dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of the sport itself, others which result from human error and negligence on the part of the persons involved in preparing, organizing and staging cycling programs, races and other activities;
4. that, as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss;
5. that some of the aforesaid risks and hazards are foreseeable, but others are not;
6. that I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and that, accordingly, my preparation for, and participation in the aforesaid cycling programs, races and activities shall be entirely at my own risk;
7. that I understand that Sunflowers Cycling Club, and their respective members, officers, directors, employees, independent contractors, agents, affiliated clubs or volunteers assume NO responsibility whatsoever for my safety during the course of my preparation for or participation in the aforesaid cycling programs, races and activities;
8. that I have carefully read this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement, that I fully understand same, and that I am freely and voluntarily executing same;
9. that I understand clearly that by signing this release I will be forever prevented from suing or otherwise claiming against the Sunflowers Cycling Club and their respective members, officers, directors, employees, independent contractors, agents, affiliated clubs or volunteers associated with the “ SUNFLOWERS CYCLING CLUB” for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for any of the above mentioned cycling programs, races or activities whether or not such loss or injury is caused solely or partly by the negligence of their respective members, officers, directors, employees, independent contractors, agents, affiliated clubs or volunteers;

10. that I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this agreement;
11. for consideration for my membership and participation in the “ SUNFLOWERS CYCLING CLUB” I hereby authorize the incorporated and the “ SUNFLOWERS CYCLING CLUB” it’s legal representatives, agents and assigns, the right and permission to copyright and use, re-use, publish and re-publish any photographic images in which I may be included intact or in part without restriction, for all media, art, motion pictures, web promotion, advertising or any other purpose whatsoever relating to incorporated and the “ SUNFLOWERS CYCLING CLUB”;
12. that I understand clearly that Sunflowers Cycling Club and their respective members, officers, directors, employees, independent contractors, agents, affiliated clubs or volunteers associated with the “ SUNFLOWERS CYCLING CLUB” would not permit me to participate in any such cycling programs, races and activities unless I signed this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement, that this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement applies to all the aforesaid cycling programs, races and activities whether occurring in the near or distant future, and that the terms of this Agreement need not be brought to my attention each time I participate in a cycling program, race or activity in order to be effective;
13. that this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement is binding on myself, my heirs, my executors, administrators, personal representatives and assigns;

Name: _____ Date of Birth MM/DD/YYYY: _____

Address: _____ Phone: _____

Signature of applicant: _____ Today’s date: _____

Signature of witness: _____ Name of witness: _____

Consent and Release of Parent or Guardian

I am the parent or guardian of _____. My child is fit for the participation in the “ SUNFLOWERS CYCLING CLUB” and I consent to my child’s participation. I have read and I understand the “ SUNFLOWERS CYCLING CLUB” Applicant Registration Form and Release, Waiver, and Assumption of Risk agreement. In consideration of allowing my child to participate, I consent to it and agree that its terms shall likewise bind me, my child, my heirs, legal representatives, and assignees. I hereby release and shall defend, indemnify and hold harmless the Releasees from every claim and any liability that I or my child may allege against the Releasees (including reasonable attorneys fees and/or costs) as a direct or indirect result of injury to me or my Child because of my Child’s participation in the activities of the “ SUNFLOWERS CYCLING CLUB,” whether caused by the negligence of the Releasees or others. I promise not to sue the Releasees on my behalf or on behalf of my child’s regarding any claim arising from my child’s participation in the activities of the “ SUNFLOWERS CYCLING CLUB.”

Name of Parent or Guardian: _____

Signature of Parent or Guardian: _____ Today’s date: _____

Signature of witness: _____ Name of witness: _____

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