

2023 ANNUAL MEMBERSHIP RELEASE
BC RANDONNEURS CYCLING CLUB

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF
RISKS AGREEMENT (THE “RELEASE”)**

**BY SIGNING THIS DOCUMENT, YOU ARE GIVING UP CERTAIN LEGAL
RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.**

**PLEASE READ THIS DOCUMENT CAREFULLY TO ENSURE THAT YOU
UNDERSTAND ALL OF THE TERMS!**

Initials _____

To: B.C. Randonneurs Cycling Club (the “Club”) and their directors, officers, organizers, employees, members, volunteers, officials, course workers, first aid attendants, sponsors, agents, representatives, independent contractors, subcontractors, suppliers, successors and assigns (collectively **“the Releasees”**).

In this Release, the term **“Cycling Events”** includes all Populaires, Brevets, Permanents, group rides, competitions, tours, trips, programs, coaching, workshops, lessons, clinics, or other related activities or services organized, provided, arranged, conducted, sponsored, promoted, authorized by, or connected with the Releasees undertaken **prior to 02 January 2024**.

In consideration of the Releasees agreeing to my participation in a Cycling Event, either as a participant rider, official, volunteer, and/or event organizer, and permitting my use of their services, materials, maps, routes, guides, equipment and other facilities and documents,

I, _____ acknowledge and agree to the following terms:
[print name]

1. ALL CYCLING EVENTS DEMAND SELF-SUFFICIENCY ON THE PART OF PARTICIPANTS. SOLE RESPONSIBILITY FOR PERSONAL SAFETY REMAINS WITH PARTICIPANTS DURING CYCLING EVENTS.

2. I understand that the Releasees may provide limited, or no support during Cycling Events, and that the Releasees **ASSUME NO RESPONSIBILITY FOR MY SAFETY AND PERSONAL HEALTH** nor any responsibility for any injury, personal injury, damage, illness, infectious disease, property damage, expense, loss of income nor loss of any kind suffered by me during my preparation for, or participation in the Cycling Events.

3. My participation in any Cycling Event is voluntary, and I am aware of my exposure to the risks, dangers and hazards involved with self-sufficient cycling over long distances on public and private roads and trails, some of which are inherent in the very nature of a Cycling Event itself including, but not limited to: physical exertion and fatigue while cycling on terrain shared by other cyclists, pedestrians and/or vehicles during the day and night; travelling in remote areas with limited communication and access to emergency services; changing weather conditions; mechanical failure of bicycles; loss of balance and falls; difficulty or inability to control one’s speed and direction; high speed descents; rapid or uncontrolled acceleration on hills and inclines; extreme variation or changes in the cycling surface, including steep or slippery surfaces, railway tracks and crossings, potholes, curbs, trees, roots, tree stumps, logs, rocks, loose gravel, holes, depressions, streams and creeks; impact or collision with natural and constructed objects, pedestrians, motor vehicles or other cyclists; encounters with domestic or wild animals; failing to cycle safely or within my own ability; negligence of other participants in Cycling Events and **NEGLIGENCE ON THE PART OF THE RELEASEES**.

continued overleaf...



2023 ANNUAL MEMBERSHIP RELEASE
BC RANDONNEURS CYCLING CLUB

- 4. I understand that the novel Coronavirus Disease named “**COVID-19**” is one such infectious disease, which can cause serious illness and death. I am aware of the risks to my personal health, including by the failure to maintain physical distance from other people, presented by the transmission of COVID-19, and acknowledge my exposure to such risks by participating in Cycling Events.
- 5. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF CYCLING EVENTS.
- 6. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF CONSEQUENT PERSONAL INJURY, DEATH, PROPERTY DAMAGE, ILLNESS AND DISEASE.
- 7. I agree that I am physically capable of participating in the Cycling Events and that I have not been advised otherwise by a qualified medical person. I agree that only I will be able to determine my competence and ability, and I further agree that I will remove myself from participation in the Cycling Events if at any time I feel unable or unfit to continue. I am aware that the possibility of injury increases as I become fatigued.
- 8. I understand that while I participate in Cycling Events, I am required to comply with all Club rules, including rules specific to the Cycling Events I am participating in, and to comply with all applicable laws and regulations, including wearing a helmet while cycling.
- 9. I agree TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasees and to FOREVER RELEASE the Releasees from any and all liability for any loss, damage, expense, illness, disease or injury, including death, that I may suffer, or that my next of kin may suffer, as a result of my participation in Cycling Events, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES.
- 10. I agree to HOLD HARMLESS AND INDEMNIFY the Releasees for any and all liability for any property damage, loss, personal injury, illness or disease to any THIRD PARTY including death resulting from my participation in Cycling Events.
- 11. I understand that this Release is effective and binding on me, my heirs, next of kin, executors, administrators, assigns and representatives. In entering into this Release, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Cycling Events, other than what is set forth in this Release.
- 12. This Release and any rights, duties, and obligations as between the parties to this Release shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction, and any litigation involving the parties to this Release shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

I CONFIRM THAT I AM NINETEEN YEARS OF AGE OR OLDER. Initials _____

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AND I AM AWARE THAT **BY SIGNING THIS RELEASE 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_____

Participant Signature _____

Participant Name _____
(printed)

Witness Signature _____

Witness Name _____
(printed)

