

BC RANDONNEURS CYCLING CLUB

www.randonneurs.bc.ca

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISKS REGARDING COVID-19 (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!

Participant's Initials: _____

To: B.C. Randonneurs Cycling Club (the "Club") and its 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.

In consideration of the Releasees agreeing to my participation in Cycling Events, either as a Club member or non-member participant rider, official, volunteer, and/or event organizer, and also 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. I understand that the novel Coronavirus Disease named **"COVID-19"** is an infectious disease¹, which can cause serious illness and death, and that the World Health Organization has classified COVID-19 as a global pandemic. 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 (**the "COVID-19 Risks"**), and acknowledge my exposure to such risks by participating in Cycling Events
2. I understand that the Releasees ASSUME NO RESPONSIBILITY FOR MY SAFETY OR PERSONAL HEALTH, nor any responsibility for any illness, including COVID-19, injury, personal injury, damage, property damage, expense, loss of income or loss of any kind, including death, suffered by me as a result of my preparation for, or participation in Cycling Events.
3. My participation in Cycling Events is voluntary, and I acknowledge that my exposure to COVID-19 Risks may result from the negligence of other participants in Cycling Events, and NEGLIGENCE ON THE PART OF THE RELEASEES.
4. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM COVID-19 RISKS.
5. I FREELY ACCEPT AND FULLY ASSUME ALL COVID-19 RISKS, DANGERS AND HAZARDS, AND THE POSSIBILITY OF CONSEQUENT PROPERTY DAMAGE, PERSONAL INJURY, ILLNESS, AND DEATH.

...continued overleaf



BC RANDONNEURS CYCLING CLUB

www.randonneurs.bc.ca

6. I understand that Cycling Events are subject to Club rules, guidelines and procedures related to mitigating the risk of COVID-19 transmission (the "COVID-19 Rules"), and that these COVID-19 Rules are posted on the Club website, and also provided to me as part of my registration for Cycling Events. I agree to abide by the COVID-19 Rules, the Return-to-Sport Guidelines² of Cycling BC as they relate to Road & Gravel Discipline participants, and the current orders, recommendations and guidelines of the British Columbia Public Health Officer³.
7. 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 (including COVID-19), or injury, including death, that I may suffer, or that my next of kin may suffer, as a result of my preparation for, or 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.
8. I agree to HOLD HARMLESS AND INDEMNIFY the Releasees for any and all liability for any property damage, loss, illness (including COVID-19), or personal injury to any THIRD PARTY including death, as a result of my preparation for, or participation in Cycling Events.
9. 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.
10. 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 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 _____

Witness Signature _____

Printed Name _____

Printed Name _____

References

1. BC Centre for Disease Control
<http://www.bccdc.ca/health-info/diseases-conditions/covid-19/about-covid-19>
2. Cycling BC 'Return to Play – Guidelines for a Safe Return to Cycling'
<https://cyclingbc.net/wp-content/uploads/2020/06/Cycling-BC-Return-to-Sport-Guidelines-060420-compressed.pdf>
3. Provincial Health Officer – Orders, Notices and Guidance
<https://www2.gov.bc.ca/gov/content/health/about-bc-s-health-care-system/office-of-the-provincial-health-officer/current-health-topics/covid-19-novel-coronavirus>

