

BC RANDONNEURS CYCLING CLUB

www.randonneurs.bc.ca

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

Event Name: _____

Event Date(s): _____

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.

In consideration of the Releasees agreeing to my participation in a Cycling Event, 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. 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 nor any responsibility for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by me during the course of 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...



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4. 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.
5. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF CONSEQUENT PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE.
6. 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.
7. I understand that while I participate in Cycling Events I am required to wear a helmet and 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.
8. 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 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.
9. I agree to HOLD HARMLESS AND INDEMNIFY the Releasees for any and all liability for any property damage, loss or personal injury to any THIRD PARTY including death resulting from my participation in Cycling Events.
10. 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.
11. 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 _____

EMERGENCY CONTACT NAME and # _____

PARENT/LEGAL GUARDIAN CONSENT FOR MINOR PARTICIPANT (Under 19 Years Old) AND INDEMNITY AGREEMENT

I confirm that as parent/legal guardian of _____, I have read and understood this Release, and have discussed the risks and dangers of Cycling Events with them. In consideration of the Releasees allowing the participation of my minor child/ward in the Cycling Events, I AGREE TO INDEMNIFY the Releasees from any and all liabilities incident to my minor child/ward's participation in the Cycling Events.

Signed this _____ day of _____, 20____

Parent/Legal Guardian Signature _____

Witness Signature _____

Printed Name _____

Printed Name _____

Age of Minor Participant _____ years

