

Release, Waiver, and Indemnity Agreement

By signing this Release, Waiver, and Indemnity Agreement (the "Release") you will waive certain legal rights. Please read the Release carefully before you sign it.

Participant # : _____

I, _____ hereby acknowledge and agree that in consideration of my participation in the 2016 Prospera Valley GranFondo, MedioFondo, or FamilyFondo (herein called the "Cycling Event") operated by the Canadian Velo Event Management Society (herein called "Velo Events") and for other good and valuable consideration, that:

- 1) I release, discharge and covenant not to sue Velo Events, its officers, membership, staff, volunteers, sponsors, independent contractors, agents, all other partners, [NTB: AND CYCLING EVENT PARTICIPANTS] (the "Releasees") from any and all liability including, but not limited to, any claims arising as a result of strict liability and do hereby waive as against the Releasees recourse, proceedings, claims, and cause of action of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer during the course of my preparation for, and participation in, the Cycling Event, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence or breach of any duty of care of the Releasees.

- 2) I hereby acknowledge and agree to each of the following:
 - a. That the sport of cycling is dangerous, cycling exposes participants to many risks and hazards, some of these risks and hazards are inherent in the sport, others are the result of human error and negligence on the part of those individuals preparing, organizing and staging cycling events;
 - b. That, as a result of these risks and hazards, I as a participant in the Cycling Event, may suffer serious personal injury, even permanent disability and death, as well as damage to or loss of property and belongings;
 - c. That some of these risks and hazards are foreseeable, and that others are not;
 - d. That I freely and voluntarily assume all of the consequences associated with these risks and hazards both in preparation for, and participation in the Cycling Event, notwithstanding any prevailing weather, road or other conditions and any other factors which may impact or affect in any way the conduct of the Cycling Event or my participation therein;
 - e. That I understand that the Releasees assume no responsibility whatsoever for my safety both in preparation for, and participation in the Cycling Event;
 - f. That I have carefully read this Release and that I understand it and freely and voluntarily commit to adhere to it;
 - g. That should I opt to hand over any property or belongings to Velo Events that I will not hold the Releasees responsible for any loss or damage to property or belongings;
 - h. That Velo Events may use my name, image or likeness before, during, and after the Cycling Event for the purposes of promotion;
 - i. That I clearly understand that by signing this Release that I will be forever prevented from suing or otherwise claiming against the Releasees for injury, death, or loss or damage to property and belongings in preparation for, and participation in the Cycling Event whether or not injury, death, or loss or damage to property and belongings was caused in part or entirely by the negligence or breach of any duty of care of the Releasees;
 - j. That I agree to hold harmless and to indemnify the Releasees from any and all liability, claims, causes of action, demands, damages, or any other forms of relief which might be made against any or all of the Releasees whatsoever, howsoever arising, directly or indirectly out of or in consequence of my attendance at or participation in the Cycling Event.
 - k. That I clearly understand that Velo Events would not permit me to participate in the Cycling Event unless I signed this Release;
 - l. That this Release is binding on myself, my heirs, executors, administrators, personal representatives, and assigns and shall enure to the benefit of Velo Events and the other Releasees and that Velo Events is receiving the benefit of this Release as agent and trustee on behalf of each of the other Releasees and may enforce this Release on behalf those Releasees;
 - m. That this Release may be treated as a complete defence to any action or proceeding that may be brought against the Releasees and shall forever be a complete bar to the commencement or prosecution of any action or proceeding which is within the scope of this Release;
 - n. That I am physically capable of participating in the Cycling Event, and that I have no pre-existing conditions that would hinder my ability to safely participate in the Cycling Event;
 - o. That if any provision of this Release shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Release shall remain in full force and effect;
 - p. That this Release shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and I hereby submit to the non-exclusive jurisdiction of the courts of the Province of British Columbia;
 - q. That I am entering into this Release voluntarily and that in entering into this Release, I am not relying on any oral or written representations made by the Releasees with respect to the safety of participating in the Cycling Event, other than what is set forth in this Release;
 - r. That, as a participant in the GranFondo, I am 19 years of age or older on event day;
 - s. That, as a participant in the MedioFondo, I am 16 years of age or older on event day;
 - t. That, as a volunteer, I am 16 years of age or older on event day or participating with the consent of my parent or guardian.

Participant/Volunteer Signature: _____

Date: _____

Witness: _____



Canadian Velo Event Management Society
www.canadianveloevents.com

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3) As a parent or guardian of a participating minor I hereby agree to each of the following:

- a. That I have read and understood all of the specific terms of this Waiver, Release, and Indemnity Agreement and I have discussed them with the participating minor and I am confident that the participating minor understands the all of the specific terms of the Waiver, Release, and Indemnity Agreement;
- b. That, in consideration of the participation of the minor for which I am a parent or guardian, I agree, on their behalf to waive, release, and indemnify Velo Events, its officers, membership, staff, volunteers, sponsors, independent contractors, agents, and all other partners for injury, death, or loss or damage to property and belongings in preparation for, and participation in the cycling event whether or not injury, death, or loss or damage to property and belongings was caused in part or entirely by the negligence of Velo events, its officers, membership, staff, volunteers, sponsors, independent contractors, agents, and all other partners;
- c. That, as a parent or guardian, I am solely responsible for the behaviour, wellbeing, and safety of the participating minor;
- d. That, as a parent or guardian, I am 19 years of age or older on event day.

Parent/Guardian Signature: _____

Date: _____

Witness: _____

