

RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the "Release Agreement")
BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR
BREACH OF THE OCCUPIERS LIABILITY ACT
OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

I AGREE (Initials)

I AGREE THIS RELEASE AGREEMENT SHALL APPLY TO ALL PARTICIPATION IN CYCLING ACTIVITIES FOR
A PERIOD OF 18 MONTHS FROM THE DATE I SIGN IT.

I AGREE (Initials)

I confirm: (i) I am the person listed on this Release Agreement, I am at least 19 years old and I am completing this Release Agreement for myself; or (ii) I am the parent/legal guardian of the minor child listed on this Release Agreement and I am authorized to complete this Release Agreement on their behalf. I understand that United Riders of Cumberland Association is relying on this confirmation, and my accurate completion of, and agreement to, this Release Agreement in agreeing to allow me to participate in Cycling Activities.

I AGREE (Initials)

Name of Participant ("Participant")	Last	First	Middle Initial
Address	Street		
	City	Prov./State	Postal/ZipCode
Email:			Phone:
Contact Information of Parent/Guardian if Participant is under 19			
Name	Phone	Email	

TO: United Riders of Cumberland Association, Canadian Cycling Association, Cycling British Columbia, Timberwest Forest Corp., Village of Cumberland, Mosaic Forest Management Corporation, Comox Timber Ltd., Manulife Investment Management Forest Management Inc., TimberWest Forest Company, and all owners or occupiers of venues or premises where Cycling Activities (as defined herein) take place, and each of their respective directors, officers, members, employees, instructors, guides, volunteers, officials, course workers, first aid attendants, agents, representatives, independent contractors, subcontractors, contractors, suppliers, sponsors, successors, assigns and all participants in Cycling Activities as defined below (all of whom are hereinafter collectively referred as "the Releasees")

NOTICE TO RIDERS, MEMBERS, PARENTS AND GUARDIANS

Please take the time to review this document carefully and familiarize yourself with the Cycling Activities. Injuries are a common and expected part of Cycling Activities. Challenging terrain should not be attempted until the rider has the appropriate skill, experience and equipment.

DEFINITION

In this Release Agreement the term "Cycling Activities" includes all activities, events, services and use of equipment, tools, facilities, trails, and features provided, arranged, organized, conducted, sponsored, promoted or authorized by the Releasees, including, but not limited to: cross-country, downhill, mountain or road cycling or biking; orientation and instruction sessions or workshops; cycling or mountain biking lessons, clinics and programs; tours; construction, maintenance, operation or use of trails; hauling or transportation of tools and building materials; testing of trails and features; participation in bike races and events; volunteer activities and services, and all other activities, events and services in any way connected with or related to Cycling Activities.

ASSUMPTION OF RISKS

Injuries are a common and expected part of Cycling Activities. Cycling Activities take place on steep and rugged terrain and features that are both physically and technically challenging and will expose the participant to many risks, dangers, and hazards that could result in physical injury, psychological injury, paralysis, brain injury, death, property damage or loss, including loss to other third parties. The risks, dangers and hazards include, but are not limited to: improperly adjusted or maintained bikes and other equipment; falling from or crashing off bike, head first or otherwise; changing weather conditions; mechanical failure of bicycles and other equipment; slips, trips and falls; loss of balance; high speed descents; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration on hills and inclines; extreme variation in terrain, trails or features, including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, mud, off-camber turns, streams and creeks; constructed features such as bridges, ramps, ladders, bumps, berms, jumps, and drops; impact or collisions with natural and constructed objects, other participants, other cyclists, vehicles, pedestrians, spectators and officials; encounters with domestic and wild animals, negligence, inattention or inexperience of other riders or users of the trails; riding beyond one's ability; speed misjudgement; misjudging the size or difficulty of a feature or trail; becoming lost or separated from the guides or instructors or other bikers or racers; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligent first aid; failure to act safely or within one's own ability or to stay within designated areas; accidents during bike instructional courses, lessons, camps, clinics, sessions, races, or events; negligence of other persons; and NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS AND FAILURE OF THE

RELEASEES TO TAKE REASONABLE STEPS SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN CYCLING ACTIVITIES.

SAFETY

I have been advised to wear an approved helmet and other appropriated protective equipment such as elbow/forearm and knee/shin armour while participating in Cycling Activities, and to comply with all trail rules and etiquette and applicable municipal and provincial highway laws and regulations. I understand a helmet designed for bicycle use may help reduce the risk of some types of injuries to the rider at slower speeds. Serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

EVENTS AND RACES

I acknowledge that the risks, dangers and hazards of Cycling Activities are increased during races, competitions, events and contests, due to the competitive nature of the activity and the fact that there will be other participants on the course or trails. 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.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH CYCLING ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM. MY PARTICIPATION IN CYCLING ACTIVITIES IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE DESPITE THESE RISKS.	I AGREE (Initials)
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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in Cycling Activities as a member, participant, competitor, course worker, official, volunteer, event organizer, guest or member of the media, 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 injury, loss, damage or expense, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in Cycling Activities, 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, R.S.B.C. 1996, c. 337 ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS AND FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN CYCLING ACTIVITIES;	I AGREE (Initials)
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- 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 Cycling Activities;
- 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 British Columbia and no other jurisdiction;
- 5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia;
- 6. If this Release Agreement is completed electronically, I consent to signing this Release Agreement electronically and confirm that my electronic signature is the legal equivalent of my manual signature in this Release Agreement; and
- 7. If any provision of this Release Agreement is held by a Court to be unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Release Agreement shall remain in full force and effect as drafted.

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 Cycling Activities, other than what is set forth in this Release Agreement.

If I am completing this Release Agreement on behalf of a minor, I agree it is my responsibility to review the Risks, Dangers and Hazards with them and I confirm that I have done so.

I CONFIRM THAT I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. I AM AWARE THAT, BY SIGNING THIS RELEASE AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

Signed this _____ day of _____, 20_____.

Signature of Witness	Signature of Participant (Parent/Guardian if Participant is under 19)
Please print name of Witness clearly	Please print name of Participant (Parent/Guardian) clearly