

WAIVER FORM FOR THOSE OVER THE AGE OF MAJORITY (18 YEARS OF AGE)

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS, JURISDICTION AND CHOICE OF LAW AND INDEMNITY
AGREEMENT**

(hereinafter the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT
PLEASE READ CAREFULLY!**

RELEASE OF LIABILITY, WAIVERS OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of the Grey Sauble Conservation Authority permitting my use of their property, trails, and other facilities (hereinafter "the Authority's property"), and participation in any mountain biking, biking, cycling or other such lessons, sessions, and/or events, the undersigned, being the Participant acknowledges and agrees to the following terms:

1. I certify that I am of age of majority in the Province of Ontario (18 years of age or older), am of sound mind and am therefore legally able to provide this waiver of my own free will.
2. That this is a binding legal agreement and therefore I agree to clarify any questions or concerns **before** signing.
3. The Grey Sauble Conservation Authority, and its directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collectively the "Authority") is not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the sport of cycling, and any program, activity or event of the Authority and/or on or adjacent to the Authority's property, caused by the risks, dangers and hazards associated with the sport of cycling, and the programs, activities and events of the Authority and/or on or adjacent to the Authority's property, or caused in any manner by the Authority, including without limiting the foregoing, by the negligence of the Authority.
4. I am participating voluntarily in the sport of cycling and the activities, events and programs of the Authority and/or occurring on the Authority's property. In consideration of participation in the sport of cycling and the programs, activities and events of the Authority and/or use of the Authority's property, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the sport of cycling and the programs, activities and events of the Authority and/or the use of the Authority's property and that I may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:
 - a) The sport of cycling including, but not limited to: Road, Track, Mountain Bike, BMX, Fat Biking, and Cyclocross;
 - b) Executing strenuous and demanding physical techniques in cycling and/or exerting and stretching various muscle groups;
 - c) Vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts;
 - d) Mounting, dismounting or falling off a bicycle;
 - e) Falling, tumbling or hitting any ground, surface, concrete, road, track or other surfaces;
 - f) Physical contact with other participants (including those engaged in the programs, activities and events support);
 - g) Failure to properly use any equipment, the mechanical failure of any piece of equipment or inadequate safety equipment, improper maintenance or adjustment of equipment;
 - h) Contact, collisions or being struck by other participants, pedestrians, fixed objects, spectators, equipment or vehicles;
 - i) Road conditions, trail conditions, terrains and vehicular traffic while cycling;
 - j) Failure to stay within the designated course area;
 - k) site hazards such as: steep slopes, cliffs, crevices, trees, branches, exposed and/or protruding rock, open water, snow, ice, mud, water, etc;
 - l) Extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke or hypothermia;
 - m) Spinal cord injuries which may render the Participant permanently paralyzed; and/or
 - n) Travel to and from events.
5. Furthermore, I am aware:
 - a) That injuries sustained can be severe;
 - b) That I may experience anxiety while challenging himself or herself during the sport of cycling and the activities, events and programs;
 - c) That my risk of injury is reduced if I follow all rules established for participation; and
 - d) That my risk of injury increases as I become fatigued.

6. In consideration of the Authority allowing me to participate, I agree:
- a) That my physical condition has been verified by a medical doctor to participate in the sport of cycling and the activities, events and programs of the Authority and/or on the Authority's property;
 - b) That I have assessed my ability to participate appropriately and safely in the sport of cycling and the activities, events and programs of the Authority and/or on the Authority's property;
 - c) That the rules of participation must be followed and that the sole responsibility for my safety remains with me, including physical and emotional preparation and fitness;
 - d) To discontinue participation if I sense or observe any unusual hazard or unsafe condition; or any hazard or condition that I believe to be unsafe; or if I feel unable or unfit to safely continue;
 - e) To ASSUME all risks arising out of, associated with or related to my participation;
 - f) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the Authority and/or use of the Authority's property; and

g) TO WAIVER ANY AND ALL CLAIMS that I have or may in the future have against THE AUTHORITY, and TO RELEASE THE AUTHORITY 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, 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 ON THE PART OF THE AUTHORITY. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE AUTHORITY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;

7. I hereby indemnify and hold harmless the Authority from any and all damages or losses of any kind as a result of any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of the Authority that may be made or initiated by, or on behalf of the me, arising out of or connected with my preparation for or participation in, or both, or travel to or from any of the activities, events and programs of the Authority or use of the Authority's property.

8. This Release Agreement and any rights, duties and obligations as between parties to this Release Agreement shall be governed and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction; and

9. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

10. In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by any party with respect to the safety of the "Activities" other than what is set forth in this Release Agreement.

11. I acknowledge that I have read this agreement and understand it, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

[By signing below, you agree to be bound this Agreement.]

Name of Participant (Please Print)

Date

Date of Birth

Signature of Participant