

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter 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 have been offered a copy of this Release Agreement and I have been advised to read it carefully.

Initial - Rider

Initial/Consent of parent or guardian if Rider is under age 19

**TO: Western Educational Adventures Incorporated, Western Educational Adventure Society** and their directors, officers, employees, instructors, guides, agents, representatives, volunteers, sponsors, independent contractors, subcontractors, successors and assigns (all of whom are hereinafter collectively referred to as "**the Releasees**").

Name	Last	First	Middle Initial
Name	Last	First	Middle Initial
Name	Last	First	Middle Initial
Address	Street		
	City	Prov/State	Postal/Zip Code

List Children under 19

Name	Age
Name	Age

Name	Age
Name	Age

### NOTICE TO RIDERS, PARENTS AND GUARDIANS

**If you are new to Cycling Activities or if you are signing or consenting to this Release Agreement as the parent or guardian of a rider under the age of 19, please take the time to review this document carefully and familiarize yourself with 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.**

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INITIAL - RIDER

**DEFINITIONS**

In this Release Agreement, the term "**Cycling Activities**" shall include all activities, events, services, use of facilities, use of related equipment rental, Cycling Activities lessons, clinics and sessions provided, arranged, organized or conducted by the Releasees, including but not limited to: cycling; bike descents; mountain bike tours and camps; bicycle skills training; use of trails and roads; demonstrations, orientations, instructional courses, clinics, sessions, tours and other guided activities; and all other related activities, events or services in any way related to the Releasees.

**ACKNOWLEDGEMENT – CYCLING SAFETY EQUIPMENT**

I have been advised to wear an approved helmet and other protective equipment while participating in the Cycling Activities and to comply with all applicable municipal and provincial highway laws and regulations. I understand that a helmet designed for recreational bicycle use may help reduce the risk of some types of injuries but that serious injury or death can result even when a helmet is worn. I am familiar with the proper use of the mountain bike and other equipment, including all quick release mechanisms, brakes and gear shifters. I am aware that there are technicians available to answer any questions that I may have as to the proper use of any equipment used in Cycling Activities.

**ASSUMPTION OF RISKS**

Injuries are a common and expected part of Cycling Activities. Cycling Activities may take place on steep and rugged terrain and features that are both physically and technically challenging and will expose the rider to many risks, dangers and hazards. These include but are not limited to: changing weather conditions; mechanical failure of the bike or 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 cycling terrain including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, streams and creeks; collision with or collapse of constructed features such as bridges, ramps, ladders, bumps, berms, jumps, and drops; collision with other persons; collisions with natural and constructed objects, mountain bikes and vehicles; encounters with domestic and wild animals including dogs, bears and cougars; negligence of other riders or users of the mountain bike trails and terrain; negligent first aid; accidents during mountain bike instructional courses, lessons, clinics, sessions or tours; infectious disease contracted through viruses, bacteria, parasites and fungi which may be transmitted through direct or indirect contact; negligence of other participants or third parties; becoming lost or separated from one's guide or instructor and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT THE RIDER FROM OR WARN OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH USE OF THE EQUIPMENT OR PARTICIPATING IN CYCLING ACTIVITIES.**

Communication in the terrain used for Cycling Activities is difficult and in the event of an accident, rescue and medical treatment may not be available. Weather conditions may be extreme and can change rapidly and without warning. I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

**I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN CYCLING ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

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***PLEASE READ CAREFULLY!***

INITIAL - RIDER

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees permitting me to participate in Cycling Activities, mountain bike lessons, sessions, clinics and tours; rental of related equipment; and use of their services, 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 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 Activities and/or use of any related equipment **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 FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN CYCLING ACTIVITIES;
2. **I AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to the property of or personal injury to any third party, resulting from my participation in Cycling Activities or my use of any related equipment;
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; and
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.

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 the use of the equipment or Cycling Activities, other than what is set forth in this Release Agreement.

**I HAVE READ THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS THAT I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN CYCLING ACTIVITIES.**

Full Name of Participant (print clearly)	Signature of Participant (Parent or Guardian if participant is under 19 years of age)	Current Date (mm/dd/yy)	Signature of Witness
1. _____	_____	___ / ___ / ___	_____
2. _____	_____	___ / ___ / ___	_____
3. _____	_____	___ / ___ / ___	_____
4. _____	_____	___ / ___ / ___	_____
5. _____	_____	___ / ___ / ___	_____