

**WAIVER, RELEASE & INDEMNITY
(the "Agreement")**

**THIS AGREEMENT CONTAINS A RELEASE OF LIABILITY,
WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT**

**BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR
CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY

SIGNATURE

TO: DEANA FRANCKS, MELANIE EDWARDS, NORTH OKANAGAN CYCLING SOCIETY and each of their Associates, all of whom are hereinafter referred to collectively as the "Releasees"

DEFINITIONS

In this Agreement,

- (a) the term "**Associates**" includes any individual, corporation, association, institution, or organization that is associated with the Bombshell Enduro as a director, organizer, promoter, volunteer, sponsor, advertiser, first aid attendant, agent, representative, independent contractor or assistant, and, where applicable, each of their directors, officers, employees, agents, independent contractors, subcontractors, successors, assigns, and representatives;
- (b) the term "**Equipment**" includes bicycles, helmets, all tools, gear, equipment, machines, instruments, apparatuses, clothing, articles, assets, devices and vehicles used in the course of the Bombshell Enduro or to facilitate or enable the Bombshell Enduro;
- (c) the term "**Bombshell Enduro**" includes, but is not limited to:
 - (i) the mountain bike race held on September 25, 2021;
 - (ii) mountain biking and all related mountain biking activities, riding the race course and all other trails including unsanctioned trails, or services provided, arranged, organized, conducted, sponsored, authorized or associated with the Releasees and shall include, but is not limited to, orientation and instructional sessions, demonstrations, ascents, descents, tours, social activities, contests, training, and other such activities, events or services in any way connected with or related to the Releasees;
 - (iii) using, operating, transporting, or otherwise interacting with any Equipment and vehicles; and
 - (iv) any activity, service and use of facilities that is organized, promoted, conducted, provided, arranged, associated, sponsored or advertised by the Releasees, including instructional sessions or classes, transportation, accommodation, food and beverage; and
 - (v) all travel by, movement around, entry into and exit from any Equipment and vehicles and travels to and from mountain bike areas including shuttles within, on or beyond designated boundaries, paved roads and logging roads, whether or not previously listed in clauses (c)(i), (c)(ii), or (c)(iii) of this definitions section.

ACKNOWLEDGMENT – BICYCLE SAFETY

I acknowledge that I have been advised to wear a helmet while mountain biking. I am familiar with the proper use of the bicycle including all quick release mechanisms, brakes and gear shifters. I agree to remove myself from participation in the Bombshell Enduro if I sense or observe any unusual hazard or unsafe condition or, if any time, I feel unable or unfit to safely continue for any reason. I understand that the sole responsibility for my personal safety remains with me, including my physical and emotional preparation and fitness to participate in the Bombshell Enduro.

ASSUMPTION OF RISKS

I am participating voluntarily in the Bombshell Enduro and am aware that the Bombshell Enduro may involve risks, hazards and dangers, including the possibility of damage to my property, physical or psychological injury and death. I am aware that my participation in the Bombshell Enduro is subject to various inherent dangers, hazards and risks, including, without limitation: changing weather conditions; limited visibility; variations in steepness in terrain; variations or changes in terrain surface including holes, depressions, loose gravel, cliffs, rocks, mud, creeks, bumps, berms, jumps, steep or slippery sections, off-camber turns, and other natural objects; Equipment and vehicle failure, malfunction or loss; loss of balance, difficulty or inability to control one's speed and direction; impact or collision with natural or man-made objects; encounters with wildlife, including bears, birds, cougars and insects; travel on roadways and logging roads; collision with persons, animals, bicycles or vehicles; becoming lost or separated from the volunteers, instructors or other participants; failing to act safely or within one's ability; risks that may arise due to my inadequate physical fitness or endurance; lack of preparation; inadequate, inappropriate, improperly prepared or adjusted Equipment; risk of falling, callusing broken bones, severe injuries to the head, neck, back, torso or limbs which may result in severe impairment, injury or death; allergic or other physical reactions due to airborne or ingested substances or insect bites or stings; weather related injuries and illness including exposure, heat exhaustion, sunburn, hypothermia and dehydration; accidents or illness arising without ready access to medical facilities; any ill effect from food or drink, including but not limited to food poisoning, intoxication, sickness or allergic reaction, negligence of other persons including negligence,

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mistake or omission on the part of fellow participants in the Bombshell Enduro; negligence on the part of the Releasees, including the failure on the part of the Releasees to take reasonable steps to safeguard or protect me from the risks, dangers and hazards referred to above. I am aware that many hazards are unmarked.

I freely accept and fully assume ALL RISKS AND DANGERS resulting from my participation in the Bombshell Enduro and the possibility of personal injury, death, property damage, and loss that could result therefrom.

INITIALS

RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT

In consideration of the Releasees accepting my request to participate in the Bombshell Enduro, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

1. I freely waive ANY AND ALL CLAIMS that I have or may have in the future against the Releasees, and I 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 the Bombshell Enduro.

INITIALS

2. I agree to WAIVE MY RIGHTS TO SUE the Releasees for ANY CAUSE WHATSOEVER associated with the Bombshell Enduro, including negligence, breach of contract, or breach of any statutory or other duty of care on the part of the Releasees, including any duty of care owed under the *Occupiers Liability Act*, R.S.B.C. 1996, c. 337, the *Motor Vehicle Act*, R.S.B.C. 1996, c. 318, and any amendments thereto, and including a failure on the part of the Releasees to safeguard or protect me from any risks and dangers associated with the Bombshell Enduro.

INITIALS

3. I agree to HOLD HARMLESS AND FULLY INDEMNIFY the Releasees from any claims or demands which may be made against them arising out of or as a consequence of my participation in the Bombshell Enduro. If any claim or demand against the Releasees should arise in connection with my participation in the Bombshell Enduro, I agree to fully indemnify the Releasees as to any pursuant damages, costs, or legal fees they may incur, including costs of any of my own litigation.

INITIALS

4. I agree to HOLD HARMLESS AND FULLY INDEMNIFY the Releasees from all liability for any damage, loss, or injury TO ANY THIRD PARTY resulting from my participation in the Bombshell Enduro. If any claim or demand against the Releasees should arise in connection with my participation in the Bombshell Enduro by any third party, I agree to fully indemnify the Releasees as to any pursuant damages, costs, or legal fees they may incur, including costs of any of my own litigation.

INITIALS

GENERAL TERMS

- (a) This 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.
- (b) This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the courts of the Province of British Columbia.
- (c) In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.
- (d) I acknowledge and understand that it is my responsibility to consult with a physician prior to participating in the Bombshell Enduro and I represent and warrant that I have no medical condition that would prevent my full participation in the Bombshell Enduro.
- (e) Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.
- (f) I acknowledge that in completing this waiver or by completing other documents I have provided personal information, largely relating to my contact information. By signing below, I have given my consent to the Releasees to use such information for the limited purpose of providing me with information, specials, promotions and other such opportunities from time to time regarding the Bombshell Enduro.
- (g) By signing below, I hereby grant permission to the Releasees to take photographs or videos of me and I further grant the Releasees the right to reproduce, use, exhibit, display, broadcast and distribute works of these images in any media now known or later developed. I acknowledge that the Releasees own all rights to the images and recordings.

I HAVE FULLY READ AND UNDERSTAND THIS AGREEMENT.

I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING SUBSTANTIAL LEGAL RIGHTS ON MY BEHALF, AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, AND NEXT OF KIN.

THIS INCLUDES GIVING UP THE RIGHT TO SUE DEANA FRANCKS, MELANIE EDWARDS, NORTH OKANAGAN CYCLING SOCIETY AND ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, SPONSORS, SUCCESSORS, ASSIGNS, REPRESENTATIVES AND ASSOCIATES.

SIGNATURE OF PARTICIPANT

SIGNATURE OF WITNESS

PRINT NAME CLEARLY

PRINT NAME CLEARLY

DATE

FOR PARTICIPANTS UNDER THE AGE OF 19, A PARENT OR LEGAL GUARDIAN MUST SIGN BELOW

This is to certify that I, _____(please print name) as parent/guardian with legal responsibility for this participant, do consent and agree to the release, as provided above, of all the Releasees, and, for myself, the participant, my heirs, next of kin, executors, administrators, and representatives release and agree to fully indemnify the Releasees from any and all liabilities PERTAINING TO MY MINOR CHILD'S PARTICIPATION in the Bombshell Enduro, even if arising from the negligence of the Releasees. **Before I signed this Agreement, I read it. I state that I understand it. I am aware that by signing this Agreement, I am waiving certain rights against the Releasees. Or, if I die, I am waiving certain legal rights which my legal representative may have against the Releasees and which the Participant may have against the Releasees.** In the event of my death or the death of the Participant, by signing this Agreement, I am waiving all legal rights which the Legal Representatives of the participant may have against the Releasees.

Name of child: _____

BY SIGNING THIS FORM, I DECLARE THAT I AM AT LEAST 19 YEARS OLD.

DRIVER'S LICENSE NUMBER
(IF OTHER ID, PLEASE SPECIFY)

SIGNATURE OF PARENT OR GUARDIAN

SIGNATURE OF WITNESS

PRINT NAME CLEARLY

PRINT NAME CLEARLY

DATE