

**SCHEDULE C
RELEASE AGREEMENT**

WHEELHOUSE CYCLING SOCIETY

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as 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

SIGNATURE OF PARTICIPANT

Name	Last	First	Middle Initial
Address	Street		
	City	Prov./State	Postal/ZipCode

TO: WHEELHOUSE CYCLING SOCIETY, PANACHE CYCLING SPORTS, RECYCLISTAS, STRAIGHT UP CYCLES, THE AGENCY, MNP, CYCLING BC, and all owners or occupiers of venues or premises where Cycling Activities (as defined herein) take place, and their respective directors, officers, members, employees, instructors, guides, volunteers, officials, course workers, first aid attendants, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees")

I am of the full age of 19 years or am the parent/legal guardian having full legal responsibility for decisions regarding my minor child/ward under the age of 19 and I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, and I am aware that by signing this Release Agreement, I am irrevocably and forever waiving certain legal rights which I or my invitees, heirs, next-of-kin, executors, administrators and assigns may have against the Releasees.

DEFINITION

In this Release Agreement the term "**Cycling Activities**" shall include all activities, events, competitions, training rides, tours, programs, workshops, lessons, clinics or other related services, including cross-country, downhill or road cycling, which are organized, provided, arranged, conducted, sponsored, promoted or authorized by or connected with the Releasees.

SAFETY

I have been advised to wear an approved helmet while participating in Cycling Activities, and to comply with all applicable municipal and provincial highway laws and regulations. I recognise that serious head injury or death can result even when a helmet is worn.

ASSUMPTION OF RISKS

I am aware that participation in Cycling Activities involves many risks, dangers and hazards including, but not limited to: changing weather conditions; mechanical failure of bicycles; 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; constructed features such as bridges, ramps, ladders, bumps, berms, jumps, and drops; collisions with natural and constructed objects, other participants, vehicles, pedestrians, spectators and officials; encounters with domestic and wild animals, negligence of other persons; and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF CYCLING ACTIVITIES.

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, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

MINOR PARTICIPANT

In consideration for allowing my minor child/ward to participate in Cycling Activities, I hereby warrant and agree:

1. I am familiar with and accept, on behalf of myself and my minor child/ward that there is the risk of serious injury and death in participation in Cycling Activities;
2. I have satisfied myself and believe that my minor child/ward is physically, emotionally and mentally able to participate in Cycling Activities, and that his/her equipment, is mechanically fit for his/her use;
3. I understand, and will instruct my minor child/ward, that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with my minor child/ward;
4. I will advise my minor child/ward to immediately remove her/himself from participation, and notify the nearest person, if at any time they sense or observe any unusual hazard or unsafe condition or if they feel any deterioration in his/her physical, emotional or mental fitness for continued participation;
5. I authorize to consent to emergency medical treatment in accordance with the best interests of my minor child/ward, should I not be present at the relevant time to grant consent myself; and
6. I agree to hold harmless and indemnify the Releasees from any claims or demands that might be made against the Releasees by my child/ward if this Release Agreement is declared void or unenforceable against my child/ward in whole or in part due to my child/ward's age.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation and/or my child/ward's participation in Cycling Activities either as a member of the United Riders of Cumberland Association or as a competitor, course worker, official, volunteer, event organizer, guest or member of the media, I hereby agree, on behalf of myself and/or my child/ward, 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 FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN CYCLING ACTIVITIES REFERRED TO ABOVE;
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 involving the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release 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.

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.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT ON BEHALF OF MYSELF AND/OR MY CHILD/WARD, PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this ___ day of _____, 20__ .

Witness
Please print name of witness clearly

Signature of Participant (Signature of parent if Participant is under 18)
Please print name clearly