

GASTOWN CYCLING ASSOCIATION

"GUEST WAIVER"

Two trial rides are permitted with this waiver form.

1. GENERAL INFORMATION

First Name: _____ MI: _____ Last Name: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

E-Mail: _____

Mobile Phone: _____ Other Phone: _____

Emergency Contact: Name: _____ Telephone: _____

Date of Birth: _____ (D) / _____ (M) / _____ (Y)

2. PARTICIPATION TYPE

Cycling for All Membership: # _____ Expiry: _____

Provincial Race License: # _____ Expiry: _____

UCI Race License: # _____ Expiry: _____

3. RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

I acknowledge that I have read, understood and agree to the following Waiver Forms and Agreements: _____ (initial)

- Gastown Cycling Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement
- Cycling BC Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement
- Gastown Cycling's Code of Conduct

Gastown Cycling Association – Guest Waiver

Guest Release of Liability, Waiver of Claims, Assumptions of Risks and Indemnity Agreement (Hereinafter referred to as the “Guest Release Agreement”)

I _____ hereby acknowledge and agree that in consideration of being permitted to participate in scheduled rides and club activities as a Guest of Gastown Cycling Association:

1. I hereby release Gastown Cycling Association, all its sponsors, its related entities and their respective partners, officers, directors, employees and agents (all of whom are hereinafter collectively referred to as “Gastown Cycling”) from all liability and responsibility whatsoever, and do hereby waive as against Gastown Cycling all recourses, proceedings, claims and causes of action of any kind whatsoever, in respect of all personal injuries or property losses that I may suffer arising out of or connected with my preparation for, or participation in, Gastown Cycling bicycle rides/events, even if such injuries or losses are caused solely or partly by the negligence of Gastown Cycling.
2. I also hereby acknowledge and agree that:
 - The sport of cycling is very dangerous and exposes participants to many risks and hazards, some of which are inherent in the very nature of the sport itself, others of which result from human error and negligence on the part of other participants or on the part of the persons involved in preparing, organizing and conducting Gastown Cycling bicycling events;
 - I understand and agree that situations can arise during training rides, instruction and races, which are beyond the immediate control of Gastown Cycling and racing officials or organizer, and I must continue to ride in a manner that is not endangering to myself or others;
 - As a result of these risks and hazards, I as a participant of club rides may suffer serious personal injury, even death, as well as property loss;
 - Some of these risks and hazards are foreseeable, but others are not;
 - I nevertheless freely and voluntarily assume all these risks and hazards, and accordingly, my preparation for and participation in Gastown Cycling club rides will be entered at my own risk;
 - I am physically capable of participating in the cycling events and that I have no pre-existing conditions that would hinder my ability to participate in any cycling events;
 - I understand that Gastown Cycling does not assume any responsibility for my safety during the course of my preparation for or participation in club cycling events;
 - I accept responsibility for the condition and safety of my equipment such as bicycle (and all of its components, wheels and tires) and will wear an *ANSI* approved hard shell helmet on all training rides or races;
 - Should I opt to hand any property to Gastown Cycling I will not hold Gastown Cycling responsible for any loss or damage to that property;
 - I agree to comply with and to abide with all the policies & bylaws set by Cycling BC and the Canadian Cycling Association;
 - I agree that I will maintain a valid Cycling BC license while participating in all Gastown Cycling events. Should my license expire, I will terminate my participation with Gastown Cycling until my Cycling BC license is renewed;
 - I have carefully read and accept Gastown Cycling’s **Code of Conduct** which applies to all members of Gastown Cycling;
 - I understand clearly that by signing this release I will be forever prevented from suing or otherwise claiming against Gastown Cycling for any loss or damage connected with any property loss or personal injury, howsoever arising, that I may sustain while participating in or preparing for all cycling events, whether or not such loss or injury is caused solely or partly by the **NEGLIGENCE** of Gastown Cycling;
 - I have been given the opportunity and have been encouraged to seek independent legal advice before signing this agreement and I have obtained some such advice or voluntarily opted not to do so;
 - I understand clearly that Gastown Cycling would not permit me to participate in any cycling events unless I signed this **GUEST RELEASE AGREEMENT**, that this **GUEST RELEASE AGREEMENT** applies to all cycling events whether occurring in the near or distant future, and that the terms of this agreement need not be brought to my attention each time I participate in a Gastown Cycling event in order for this **GUEST RELEASE AGREEMENT** to be effective;
 - This **GUEST RELEASE AGREEMENT** is binding on me, my heirs, my executors, administrators, personal representatives and assigns;
 - I have carefully read and fully understand, and I am freely and voluntarily signing this, **GUEST RELEASE AGREEMENT**.

Dated this _____ day of _____, 20_____

Participant Signature

Witness Signature

Name (printed): _____

Name (printed): _____

CYCLING BRITISH COLUMBIA GUEST WAIVER: DEMO / TRIAL RIDE with Gastown Cycling Association

**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!

TO:
Cycling British Columbia ("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").

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, velodrome (track), Bicycle motocross (BMX), trials, cyclo-cross 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 recognize 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 or wild animals; negligence of other persons; 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 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the **RELEASEES** agreeing to my participation in Cycling Activities either as a member of Cycling BC or as a 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 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 as between 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 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.

RIDER'S FULL NAME: _____ SIGNATURE: _____ DATE: _____

PARENT/GUARDIAN'S NAME: _____ SIGNATURE: _____ DATE: _____
(if applicant is under 19 years of age)