



Team Escape Velocity

Cycling BC's 2006 Road Race Organizers of the Year
<http://escapevelocity.bc.ca/>



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

PLEASE READ CAREFULLY

To: Escape Velocity Cycling Club Society (hereinafter referred to as "EV")

ASSUMPTION OF RISKS

I am aware that cycling involves many risks, dangers and hazards including, but not limited to: riding, changing weather conditions, mechanical failure of equipment including bicycles, loss of balance or control, exposed rock, earth, and other natural objects, trees, lamp posts, street signs, the surface and/or sub-surface of the road, collision with other cyclists/racers, pedestrians, parked cars, other persons, the failure to act safely within one's own ability; negligence of other cyclists/racers/persons and NEGLIGENCE ON THE PART OF EV OR ITS VOLUNTEERS INCLUDING THE FAILURE OF EV OR ITS VOLUNTEERS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THIS BIKE RACE OR GROUP RIDE. I am also aware that the risks, dangers and hazards referred to above exist throughout a race or group ride and that many are unmarked.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH A RACE/GROUP RIDE AND FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

In consideration of EV accepting my application and permitting me to participate in the race/group rides, I hereby agree as follows:

1. To waive any and all claims that I have or may have in the future against EV and its directors, officers, employees, agents, sponsors, volunteers, successors and assigns (all of whom are hereinafter collectively referred to as 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 resulting from either my participation in or presence at a race or group ride, due to any cause, whatsoever, including negligence, breach of contract, or breach of any other statutory or other duty of care on the part of the Releasees and including the failure of the Releasees to safeguard or protect me from the risks, dangers and hazards of the bike race or group ride.
2. To hold harmless and indemnify the Releasees from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in or presence at a bike race or group ride.
3. 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.
4. 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 and 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.

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

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS 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 Name

Date of Birth

Rider Signature

Date



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Parents/Guardians

RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT FOR MINOR PARTICIPANT WITH PARENTAL CONSENT

I have read and understand the above Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement set out on the reverse side of this form and have discussed the contents of this Agreement with the minor person who has signed above. I am satisfied that the minor person noted above understands the terms of the Agreement and what legal rights he is giving up by signing this Agreement. In consideration of EV permitting the minor person to participate in the races/group rides, I also agree to waive, release and indemnify the Releasees in the terms set out above. I understand that by signing this Agreement, I am waiving legal rights which my minor child/ward and I, our respective heirs, executors, administrators and next of kin may have against the Releasees. I also agree to indemnify and hold harmless the Releasees for any and all damages, loss, costs, award or expense they may suffer as the result of any action brought by or on behalf of the aforesaid minor person against the Releasees.

Rider Name

Parent Name

Parent Signature

Current Date

Witness