

Escape Velocity / DEVO / Cannondale pb Fortius

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
	Street		
Address	City	Prov./State	Postal/ZipCode
	Contact Info		
Telephone		Email:	

TO: Escape Velocity Non-profit Society doing business as Escape Velocity presented by Fortius and DEVO presented by Fortius and Cannondale presented by Fortius, and its directors, officers, employees, members, volunteers, coaches, ride leaders, first aid attendants, sponsors, club partners, agents, representatives, independent contractors, subcontractors, suppliers, successors and assigns (all of whom are hereinafter referred as "the Releasees."

DEFINITION

In this Release Agreement the term "Cycling" shall include all activities, events, competitions, training rides and races including track, cyclo-cross, cross-country, and road, tours, trips, programs, coaching, training programs, workshops, lessons, clinics, accommodation, meals or other related services organized, provided, arranged, conducted, sponsored, promoted, authorized by or connected with the Releasees.

SAFETY

I have been advised to wear an approved helmet (e.g. CSA, CPSC, Snell, etc.) while participating in Cycling, 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 involves many risks, dangers and hazards including, but not limited to: changing weather conditions; mechanical failure of bicycles; loss of balance; falls; difficulty or inability to control one's speed and direction; high speed descents; rapid or uncontrolled acceleration on hills and inclines; extreme variation or changes in the cycling surface including steep or slippery surfaces, railway tracks, potholes, curbs, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, etc.; streams and creeks, impact or collision with natural and constructed objects, pedestrians, motor vehicles or other cyclists; encounters with domestic or wild animals, failing to cycle safely or within one's own ability, strenuous physical exertion, physical contact with other participants while cycling including negligence on the part of other participants; 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.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH CYCLING AS SET OUT ABOVE 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 and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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, 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, 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 as set out 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;
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 where the Cycling takes place and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the Cycling takes place and shall be within the exclusive jurisdiction of the Courts of that province.

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, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT 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 clearly

Signature of Participant
Please print name clearly
Signature of Guardian if Participant is under age of 19