

WAIVER



2015 Tour Disaster

Cyclist Emergency and Disaster Response Rally

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISKS AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO CLAIM COMPENSATION OR SUE SHOULD YOU BE INJURED

Initial:

Participant's Name: _____

Email Address: _____ Phone: _____

Emergency Contact Name: _____ Phone: _____

Emergency Contact Name: _____

I am currently a Greater Victoria Cycling Coalition member.

How did you find out about the 2015 Tour Disaster?

- Website
 Facebook
 Twitter
 Email
 Newsletter
 Word of mouth
- Other: _____

In consideration of the City of Victoria, the Greater Victoria Cycling Coalition, and each of their respective ride leaders, officials, directors, administrators, elected officials, employees, members, participants or associated entities (including without limitation their volunteers, sponsors, subcontractors or affiliated organizations) (collectively, the "Releasees") permitting me to participate in the 2015 Tour Disaster Cyclist Emergency Disaster Response Rally (the "Rally") I, for myself and my personal representatives, executors, administrators, heirs, next of kin and assigns hereby represent, acknowledge and agree as follows:

1. I understand the nature of bicycling activities and represent that I am qualified to participate in the Rally, I am in good health, and in proper physical condition to participate in such Rally. I further acknowledge and understand that the Rally will be conducted over public roads and/or facilities open to the public during the Rally and upon which the hazards of traveling are to be expected and agree to assume and will be solely responsible for all risks of injury to myself, others and property. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Rally.
2. I fully understand that: (a) bicycling activities involve risks and dangers of serious bodily injury, including death; (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activity, the actions or inactions of the general public, the condition in which the activity takes place, or the negligence of the Releasees; (c) and I fully accept, and will be solely responsible for, all losses that I or others may incur as a result of my participation in the Rally.
3. Upon understanding the above, I hereby **WAIVE ALL CLAIMS** that I have or may in the future have against any of the Releasees and hereby **RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury, including death, that I may suffer, or that my heirs, next of kin, executors, administrators, assigns or representatives may suffer as a result of anything that happens during or related to the Rally, including my participation in the Rally, due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care.

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4. I further agree to **INDEMNIFY AND HOLD HARMLESS** the Releasees from any loss or liability for any property damage or personal injury, including death, to any third party resulting from my participation in the Rally. This also applies if someone makes a legal claim against any of the Releasees on my behalf.
5. 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.
6. 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.
7. 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 on any oral or written representations or statements made by the Releasees with respect to the safety of the Rally other than what is set forth in this Agreement.

I EXPRESSLY ACKNOWLEDGE THAT I HAVE READ, FULLY UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT, AND THAT 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.

Participant's Signature: _____ Date: _____

Witness's Signature: _____ Date: _____

Witness's Name: _____