



Ganaraska Freewheelers Waiver, Release & Indemnity Form

NAME: _____

Birth date (d/m/y) _____

I, _____ understand and agree that my participation in events, programs or activities organized, operated, conducted or sanctioned by the bicycling club **GANARASKA FREEWHEELERS**, is conditional upon my execution of this document.

1. I am aware that cycling involves the possibility of injury or death.
2. I accept these risks and all others arising from these events and programs, even if arising from the **negligence, gross negligence or negligent rescue** by those associated in any way with the **GANARASKA FREEWHEELERS** events and programs I may be involved in, the venues at which these events and programs take place or by those organizing, officiating, or participating in these events and programs throughout the year, including their respective officers, directors, employees, agents, servants, volunteers and representatives (the "Releasees").
3. I understand that all applicable rules for participation must be followed and that **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, including my physical and emotional preparation and fitness to participate in all events and programs throughout the year.
4. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time, at any event or program, I feel unable or unfit to safely continue for any reason.
5. I give a **FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I have, or may have in the future, against **GANARASKA FREEWHEELERS and all other Releasees** from all liability for any loss, damage, injury or expense that I may suffer as a result of my participation in any part or parts of the events or programs or my presence at any venue at which they may take place, due to any cause whatsoever including the forms of negligence set forth in paragraph 2 above or from any breach of contract or statutory duty or other duty of care including any duty of care owed under the relevant Occupiers's Liability Act, on the part of the Releasees.
6. **I AGREE NOT TO SUE and I further agree TO INDEMNIFY AND SAVE HARMLESS** the Releasees from all expenses, fees, liability or damage award or cost of any type whatsoever arising from my participation in these events or programs.
7. I understand, acknowledge and agree that the insurance coverage that the **GANARASKA FREEWHEELERS** has or may have does not apply to any bodily injury or property damage arising out any event or program that the **GANARASKA FREEWHEELERS** may participate in or organize outside of Canada or in the United States of America.

I HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY. I am aware that by signing this agreement I am waiving substantial rights (on my behalf and on behalf of my heirs, executors, administrators, assigns and next of kin) including the giving up of my right to sue.

Signature

Date

PARENTAL CONSENT FOR MINOR PARTICIPANT and INDEMNITY AGREEMENT:

I have read and understood in the above waiver, release and indemnity and have discussed the same with the minor person signing above. I am satisfied the said minor understands the waiver and release and his/her obligations as set out. In consideration of the participation of my minor child/ward I too agree to waive, release and indemnify the Releasees in the terms set out above. *I am aware that by signing this agreement I am waiving substantial legal rights which my minor child/ward and I, our respective heirs, executors, administrations, assigns and next of kin may have against the Releasees.*

Signature

Date