

**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

<b>Name</b>	Last	First	Middle Initial
<b>Email Address</b>		<b>Telephone</b>	
<b>Date of Birth</b>	Year    Month    Day	<b>Age</b>	
<b>Address</b>	Street		
	City	Prov./State	Postal/ZipCode

**TO:** SWEETRIDERS (Alberta 718847890 Sweet Riders Ltd.), Karey Watanabe and her directors, officers, employees, agents, independent contractors, subcontractors, representatives, and assigns, and all organizers, officials, workers, volunteers, participants, sponsors, promoters and advertisers involved with mountain biking with Sweet Riders (all of whom are hereinafter referred as "**the Releasees**")

**DEFINITION**

In this Release Agreement, the term Mountain Biking shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: **Mountain biking**; Cycling; bike descents; bicycle camps; bicycle skills training; use of trails and roads; guided mountain bike activities; races; Competitions; demonstrations; and events; orientation and instructional courses and sessions; group rides; trail building days; downhill, use of and all other related activities events or services, transportation, accommodation, food & beverage, water supply, rescue and first aid services.

**ASSUMPTION OF RISKS**

Injuries are a common and expected part of Mountain Biking. Mountain Biking in any of the Releasee's events can take place on steep and rugged terrain and features that are both physically and technically challenging and will expose the rider to many risks, dangers and hazards, which can potentially cause death or permanent disability. These risks, dangers and hazards, include but are not limited to: (i) sprains; (ii) strains; (iii) fractures and broken bones; (iv) heat and cold related injuries; (V) over-use syndrome; (vi) animal bites, tick bites, and stings; (vii) contact poisonous plants; (viii) mechanical failure of equipment; (ix) injury resulting from falls; loss of balance; high speed descents; difficulty of inability to control one's speed and direction; changes in weather conditions; extreme variation in cycling terrain including steep or slippery sections, trees, roots, tree stumps, rocks, logs, cliffs, rock drops, loose gravel, holes, depressions, streams, and creeks; rapid or uncontrolled acceleration on hills and inclines; riding new trails without practice; constructed features such as bridges, ramps, ladders, bumps, berms, jumps, and drops; collision with natural and constructed objects, other mountain bikers, vehicles, pedestrians, spectators, and officials (X) potential for permanent paralysis and /or death; (xi) travel or transport to and from the sites used for **Mountain Biking**; travel on highways and backcountry roads; encounters with domestic and wild animals, collision with other participants; negligence 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 **MOUNTAIN BIKING**.

I have been advised to wear an appropriate helmet and other protective equipment such as elbow, forearm and knee/shin armor when Mountain Biking. **Use of an approved helmet is MANDATORY while riding any bike at any time.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH **MOUNTAIN BIKING** 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.

# SWEET RIDERS

## MEDIA RELEASE

I consent to the use of my name, portrait, picture or photograph, or presence in a video, as part of any of the Releasee's undertakings. I understand that my name or image may be published of otherwise used at any time and on any medium (including electronic, print and other media). I agree that I shall have no claim against the releases or against anyone accessing media on which my name or image appears.

Initial – Participant	Initial – Parent or Guardian if Participant is under age 19

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH **MOUNTAIN BIKING** 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 **Mountain Biking** 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 Mountain Biking, 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, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN MOUNTAIN BIKING 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 **Mountain Biking**;
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 **Mountain Biking** 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 Mountain Biking 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 Releasee's with respect to the safety of participating in Mountain Biking, 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness
Please print name clearly

Signature of Parent
Please print name clearly
Signature of Guardian if Participant is not 18