

HUB Cycling

**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!

Initials of Participant

Name	Last	First	Middle Initial
Date of Birth	Year	Month	Day
Contact Info	Telephone	Email	

TO: HUB Cycling and its directors, officers, employees, volunteers, independent contractors, subcontractors, members, sponsors, suppliers, agents, representatives, successors and assigns (all of whom are hereinafter referred to as "the **Releasees**")

DEFINITION

In this Release Agreement the term "Cycling Activities" shall include all activities, events or services organized, provided, arranged, conducted, sponsored, promoted, authorized by or connected with the Releasees including, but not limited to: bike rides, courses, workshops, events, programs, bike repairs and maintenance, electric biking, electric kick scootering and all other activities, events and services in any way connected with or related to these activities.

SAFETY

I have been advised to wear an approved helmet (e.g. CSA, Snell, ASTM, ANSI) in good condition while participating in Cycling Activities, and to comply with all applicable municipal and provincial road laws and regulations.

ASSUMPTION OF RISKS

I am aware that participation in Cycling Activities involves 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 or direction; rapid or uncontrolled acceleration on hills; variation or changes in the cycling surface including steep or slippery surfaces, railway tracks, potholes, curbs, trees, roots, etc.; 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; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; 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 ACTIVITIES.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH CYCLING ACTIVITIES 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 CLAIM AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in the Cycling Activities 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 Activities, 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 CYCLING ACTIVITIES 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 the Cycling Activities;
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 of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province of British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

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 Activities, 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_____.

Signature of Participant
Please print name clearly

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