

**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 AND IN FULL!

Participant's Initials

Name	Last	First	Initial	Phone
Address	Street	City		Prov./State
	Postal Code	E-mail		Birth date: M D Y

TO: ROYAL LEPAGE SHELTER FOUNDATION, ROYAL LEPAGE IN THE COMOX VALLEY, THE MUNICIPALITIES OF THE TOWN OF COMOX, THE CITY OF COURTENAY, THE VILLAGE OF CUMBERLAND AND THE REGIONAL DISTRICT OF COMOX STRATHCONA, AND ALL SERVICE PROVIDERS, SPONSORS, ORGANIZERS, PROMOTERS, PARTICIPANTS, COMPETITORS, VOLUNTEERS, SPECTATORS, AND OTHERS ASSOCIATED WITH THE PETITE FONDO and their directors, agents, employees, contractors, sub-contractors, representatives, assigns, (all of whom are hereinafter referred to as "the Releasees")

This Release Agreement shall apply to all participation in the Royal LePage Petite Fondo (the "Petite Fondo") whether as a rider, participant, official, event worker, volunteer, organizer, contractor, subcontractor, guest or member of the media, and all activities, competitions, training rides, tours, programs, workshops, lessons, clinics or other related activities or services that are organized, provided, arranged, conducted, sponsored, promoted or authorized by or connected with the Releasees, and the term Petite Fondo shall include all activities in any way connected to The Royal LePage Petite Fondo, including, but not limited to, mountain and road bicycling.

SAFETY

I have been advised to wear an approved helmet if riding in the Petite Fondo, and to comply with all applicable highway traffic 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 the Petite Fondo involves many risks, dangers and hazards including, but not limited to: changing weather conditions; mechanical failure of bicycles; falls; loss of balance; high speed descents; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration on hills and inclines; extreme variation in cycling terrain including steep or slippery sections, loose gravel, holes or depressions; collisions with natural and constructed objects, other riders, participants, vehicles, officials, volunteers, pedestrians or spectators; encounters with domestic or wild animals; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligent first aid; failure to act safely or within one's own ability; negligence of other persons; 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 THE PETITE FONDO.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE PETITE FONDO 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 the Petite Fondo either as a rider, participant, official, event worker, volunteer, organizer, contractor, subcontractor, guest or member of the media, 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, including personal property loss or damage, or injury including death that I may suffer or that my next of kin may suffer, as a result of my participation in the Petite Fondo, 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, R.S.B.C. 1996, c. 337 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 THE PETITE FONDO;

- 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 Petite Fondo;
- 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 the Province of British Columbia.

TRAVEL, ACCIDENT AND MEDICAL INSURANCE NOT PROVIDED

I am aware that the Releasees do not provide travel, accident or medical insurance in the event of an accident or injury during the Petite Fondo and that it is the participants' responsibility to ensure that they are fully covered by such insurance before participating in the Petite Fondo, particularly if from outside of Canada.

PHOTO RELEASE

I consent to the use of my image or likeness taken during the Petite Fondo being used for promotional purposes by the Releasees.

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 participating in the Petite Fondo, 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.

SIGNATURE OF PARTICIPANT Print Name	Signature:	DATE (mm/dd/yyyy)
SIGNATURE OF PARENT/ GUARDIAN (if participant is under 19 years of age) Print Name	Signature:	DATE (mm/dd/yyyy)
WITNESS Print Name	Signature:	DATE (mm/dd/yyyy)