

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
(hereinafter the "Release Agreement")**

**BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE  
OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

Initial

First Name		Last Name		Date of Birth (dd/mmm/yyyy)
Street			City	Prov.
Postal Code	Phone:	Email		

**TO: Western Educational Adventures Incorporated and its directors, officers, employees, instructors, guides, agents, representatives, volunteers, sponsors, independent contractors, subcontractors, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees")**

**DEFINITION**

The term "**Cycling Activities**" includes mountain biking, road riding, trips, tours, rides, instructional or coaching sessions, guiding and use of the Equipment, including electric bicycles, and all other activities and services that are organized, provided, arranged, conducted, promoted or authorized by the Releasees.

**MOUNTAIN BIKE SAFETY**

I have been advised to wear an approved helmet and other protective equipment while participating in Cycling Activities and to comply with all applicable municipal and provincial highway laws and regulations. I am aware that helmets are mandatory in mountain bike parks.

**ASSUMPTION OF RISKS**

I am aware that participation in Cycling Activities involves many risks, dangers and hazards including, but not limited to: changing weather conditions; mechanical failure of bicycles; slips, trips and 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, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, streams and creeks; constructed feature such as bridges, ramps, ladders, bumps, berms, jumps, and drops; collisions with natural and constructed objects, vehicles, or other persons including cyclist and pedestrians; encounters with domestic and wild animals, infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence of other persons; **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO PROTECT OR SAFEGUARD ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN CYCLING ACTIVITIES.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of being permitted to participate in Cycling Activities, I hereby agree as follows:

- 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, RSBC 1996, c. 337, 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN CYCLING ACTIVITIES;**
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from all liability for any property damage, loss or personal injury to any third party resulting from my participation in Cycling Activities;
- This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity;
- 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 British Columbia and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia and no other jurisdiction.

**PHOTO/VIDEO RELEASE - I hereby grant permission to the Releasees to use photographs or videos taken during my participation in the Adventure Activities for advertising, promotional and marketing purposes.**

In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of participating in Cycling Activities other than what is set forth in this Release Agreement.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES**

Date (dd/mmm/yyyy) \_\_\_\_\_

Signature of Participant
Print Name of Participant

Signature of Witness
Print Name of Witness