

**Fraser River Fuggitivi Cycling Association  
Release, Waiver and Assumption of Risk**

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I, \_\_\_\_\_ (the "Releasee") hereby acknowledge that in consideration of being permitted to participate in activities (collectively the "Cycling Activities") organized by the Fraser River Fuggitivi Cycling Association (the "Club") I am agreeing to the following Release Agreement.

**DEFINITION:** In this document the term "Cycling Activities" shall include all activities undertaken and organized by the Club.

**SAFETY:** I have been advised to comply with all applicable municipal and provincial highway laws and regulations.

**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; 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; collisions with natural and constructed objects, other participants, vehicles, and pedestrians; encounters with domestic or wild animals; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES, WHICH INCLUDES THE CLUB, CLUB DIRECTORS, ALL OTHER CLUB MEMBERS, SPONSORS, AND ANYONE WORKING FOR THE CLUB AT THE DIRECTORS' DIRECTION.**

**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 CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees agreeing to my participation in Cycling Activities either as a member of the Club, 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 injury, loss, damage or expense, 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 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 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 any of my actions during my participation in 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 the Province of British Columbia.
6. This waiver does not imply any additional contract or agreement between the Club and the Releasee and the Club is under no obligation whatsoever to the Releasee.

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 am of the age of majority in the jurisdiction of the Club (hereby stated to be British Columbia) at the time of signing this waiver; and there exists no other arrangement that would preclude my ability to make this agreement with the Club.

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.

Releasee signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness name: \_\_\_\_\_ Witness signature: \_\_\_\_\_