

**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 CERTAIN LEGAL RIGHTS, INCLUDING  
THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

Initial

<b>Name</b>	<b>Last</b>	<b>First</b>	<b>Initial</b>	<b>Telephone</b>
<b>Address</b>	<b>Street</b>	<b>City</b>		<b>Prov/State - Country</b>
	<b>Postal / Zip Code</b>	<b>Email</b>		<b>Birthdate YYYY / MM / DD</b>
<b>Emergency Contact</b>	<b>Name</b>			<b>Telephone</b>

I, \_\_\_\_\_ (the "**Rider**") sign on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ this RELEASE AND WAIVER OF LIABILITY (the "**Release Agreement**"), in favour of Fraser Valley Mountain Bikers Association, and all related or associated companies and their respective owners, directors, officers, employees, volunteers, agents, representatives, instructors, guides, contractors, subcontractors, track operators, sponsors, advertisers, rescue personnel, event inspectors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation and loss control activities, and their successors and assigns (hereinafter collectively referred to as the "**Releasees**").

In this Release, the term "**Mountain Biking**" shall include, but is not limited to: the use of off-road mountain style bicycles (on and off trail and on and off road), group social rides, race-style events and competitions (both individually timed and group race contests), educational, orientation and instructional sessions, trail building and maintenance, public and private gatherings, and all related activities, services, and use of facilities, equipment, and/or terrain either provided by, made available by, or arranged by the Releasees.

**ACKNOWLEDGEMENT-SAFETY**

**Initial**

**THE USE OF APPROVED SAFETY EQUIPMENT IS MANDATORY**

I acknowledge that I have been advised I must, and I will, have the required safety equipment installed on my mountain bike and wear the mandatory personal safety equipment, including helmets, on my person while participating in Mountain Biking. Using proper safety equipment may be mandatory under applicable governmental law, and I am aware that Mountain Biking may be subject to applicable government legislation and regulations.

I acknowledge that my mountain bike may be subject to inspection and approval by designated personnel before I am permitted to use the Releasees' facilities. I further acknowledge that I am solely responsible for the mechanical condition of my off-road motorcycle and inspection by designated personnel in no way guarantees that it is mechanically sound or safe to operate in the Mountain Biking environment.

I am aware that the physical exertion required by Mountain Biking and forces exerted on the body can activate or aggravate pre-existing injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with Mountain Biking.

I will immediately remove myself from Mountain Biking participation, and notify the nearest representative of the Releasees, if at any time I sense or observe any unusual hazard or unsafe condition, or if I feel that I have experienced any deterioration in my physical, emotional, or mental fitness, or in my protective equipment, that would impact my continued safe participation in any event.

I acknowledge and confirm that I will not be under the influence of drugs and/or alcohol while participating in Mountain Biking.

## DESCRIPTION AND ASSUMPTION OF RISKS

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There are many potential **RISKS, DANGERS** and **HAZARDS** associated with Mountain Biking, including the **RISK OF SEVERE INJURY OR DEATH**.

The trails, pathways, and roads used for Mountain Biking can be uncontrolled, unmarked, in poor condition, and not inspected, and involve many risks, dangers and hazards. The Releasees make no representations as to whether the trails are safe.

Risks, dangers and hazards associated with Mountain Biking may include, **but are not limited to:**

Accidents which occur during transportation to and from the location of participation; extreme variation in road/trail conditions and terrain, from natural or man-made hazards, including bridges, technical trail features (both natural and man-made), hidden or exposed holes or depressions, rocks, cracks, uneven man-made or natural surfaces, washouts, gravel roads, trees, stumps, dead-fall and other natural objects, ice, snow, water or slippery conditions; changes or variations in terrain which may create blind spots or areas of limited visibility; falls, trips and slips; sharp surfaces or blades; impalement by objects; cuts, contusions, and/or broken bones; variable, severe or rapidly changing weather with little or no warning, including storms, high winds and whiteouts; dangerous and unpredictable trail or riding conditions; hypothermia; frostbite; hyperthermia; dehydration; loss of balance or control and falls, particularly on steep, slippery, uneven or difficult terrain; errors of judgment; lack of preparation; inadequate, inappropriate, rockfalls, icefall, avalanches of snow, ice and rock triggered by natural forces, by persons travelling through the area or other causes; improperly prepared or adjusted equipment; equipment mechanical failure, malfunction or loss; fires (including burns and damage to property therefrom); loss or damage to personal property; failure to act safely or within one's ability or within a designated area; impact or collision with other bicycles, vehicles, persons, or objects; negligent first aid; fire smoke and fine particulate matter; encounters with livestock, domestic or wild animals; animal bites; negligence of other individuals, becoming lost, going off route or becoming separated from one's group or guide; and infectious and communicable disease, including but not limited to COVID-19, contracted through viruses, bacteria, parasites, and fungi, which may be transmitted through direct or indirect contact or the negligence of other persons.

Communication, including cellular reception, in the areas where Mountain Biking occurs may not be reliable or available, and it may be difficult or impossible to communicate with the outside from within such areas, and in the event of an accident, rescue and medical treatment may not be readily available or available.

I am aware that participation in Mountain Biking also **MAY INCLUDE RISKS INCLUDING 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 PARTICIPATING IN MOUNTAIN BIKING. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

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

In consideration of the RELEASEES agreeing to my participation in Mountain Biking, I do hereby freely, voluntarily, and without duress 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, 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 TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN MOUNTAIN BIKING INCLUDING THE RISKS REFERRED TO ABOVE.**
2. I agree **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my participation in Mountain Biking, as well as any loss of or damage to personal property as a consequence of Mountain Biking.
3. I agree **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all expenses incurred by the Releasees, including legal fees and/or settlement payments and/or Court or Tribunal awards, as a result of legal or administrative actions brought by myself (or brought on behalf of a minor, if I am executing this Release as the parent/guardian on behalf the said minor participant of Mountain Biking).
4. Should I (or the minor if I am executing this Release as the parent/guardian on behalf of the said minor participant) require first aid or emergency medical treatment as a result of accident, illness or any medical issue while participating in Mountain Biking, I consent to such treatment as deemed necessary by the Releasees.
5. Should I (or the minor if I am executing this Release as the parent/guardian on behalf of the said minor participant) require emergency evacuation, rescue, first aid or medical treatment, I agree that I will bear all costs and expenses associated with such emergency evacuation, rescue, first aid or medical treatment, and these costs and expenses will not be covered by the Releasees.
6. I agree **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability on account of any first aid, treatment or services rendered in connection with my participation in Mountain Biking.
8. I certify that no qualified medical professional has advised me to **not** participate in Mountain Biking.

9. This Release shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death of incapacity;
10. This Release and any rights, duties and obligations as between the parties to this Release shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction, and any litigation involving the parties to this Release 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.

If any portion of this agreement shall be held to be invalid or unenforceable, such provision shall be stricken and the remainder of the agreement shall remain in full force and effect to accomplish the intent and purpose of the parties. The parties agree to negotiate the severed provision to bring it within the applicable legal requirements to the extent possible.

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

**I confirm that I have read and understand this Agreement and by signing it voluntarily I am agreeing to abide by these terms. I am aware that by signing this Release Agreement I am waiving certain legal rights which I or my heirs, executors, administrators, assigns, and representatives may have against the Releasees.**

**BY CLICKING THE CHECKBOXES ABOVE, APPLYING MY ELECTRONIC SIGNATURE WHERE PROVIDED BELOW AND CLICKING THE SUBMIT BUTTON BELOW, I ACKNOWLEDGE, AGREE AND CERTIFY AS FOLLOWS:**

- (a) **I HAVE READ AND REVIEWED THE AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS;**
- (b) **THE ABOVE INFORMATION IS TRUE AND CORRECT IN ALL RESPECTS AS OF THE DATE AND TIME THAT I HAVE CLICKED THE SUBMIT BUTTON;**
- (c) **I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES; AND**
- (d) **I HAVE THE POWER AND AUTHORITY TO AGREE TO THE AGREEMENT.**

**Dated:** \_\_\_\_\_

Rider's Signature	Parent/Legal Guardian's Signature <i>(if required)</i>	Witness' Signature
Rider's Printed Name	Parent/Legal Guardian's Printed Name <i>(if required)</i>	Witness' Printed Name