

Cycling British Columbia (Cycling BC)

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!

SIGNATURE OF PARTICIPANT

Name	Last	First	Middle Initial
	Street		
Address	City	Prov./State	Postal/ZipCode
	Telephone		
Contact Info	Email:		

TO: **Cycling British Columbia ("Cycling BC")**, and all owners or occupiers of venues or premises where Cycling Activities (as defined herein) take place, and their respective directors, officers, employees, members, volunteers, coaches, instructors, officials, course workers, first aid attendants, sponsors, agents, representatives, independent contractors, subcontractors, suppliers, 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, competitions, training rides and races including cross-country, downhill, velodrome (track), Bicycle-motocross (BMX), trials, cyclo-cross or road cycling, tours, trips, programs, coaching, training programs, workshops, lessons, clinics, or other related services organized, provided, arranged, conducted, sponsored, promoted, authorized by or connected with the Releasees.

SAFETY

I have been advised to wear an approved helmet (e.g. CSA, CPSC, Snell, etc.) while participating in Cycling Activities, and to comply with all applicable municipal and provincial highway 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 Cycling Activities involves many 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 and direction; high speed descents; rapid or uncontrolled acceleration on hills and inclines; extreme variation or changes in the cycling surface including steep or slippery surfaces, railway tracks, potholes, curbs, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, etc.; streams and creeks, constructed features such as bridges, ramps, ladders, bumps, berms, jumps and drops; 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, 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 AS SET OUT ABOVE 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 Cycling BC or as a competitor, course worker, official, volunteer, event organizer, guest or member of the media, 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. 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 as set out 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 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_____.

Witness
Please print name clearly

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

PART 2. Race & Technical License Declaration 1. I hereby declare that I am aware of no reason why I should not be issued with the license requested. I undertake to return my license as soon as a new element occurs modifying substantially the circumstances existing at the time of the license application. I declare that I have not applied for a license for the same year to the UCI or to any other National Federation. I assume exclusive liability for this application and for the use I shall make of the license. 2. I hereby undertake to respect the Constitution and Regulations of the International Cycling Union, its Continental Confederations and its National Federations. I declare having read or having had the opportunity to read such Constitution and Regulations. I shall participate in cycling competitions or events in a fair and sporting manner. I shall submit to any disciplinary measures taken against me and shall take any appeals and litigation before the authorities provided for in the Regulations. I accept the Court of Arbitration for Sport (CAS) as the only competent jurisdiction of appeal in the cases provided for by the Regulations and in compliance with the terms thereof. I accept that the decisions of CAS shall be final and binding and not subject to appeal. With that reservation, I shall submit any litigation with the UCI exclusively to the tribunals at UCI headquarters. 3. I accept to comply with and to be bound by the UCI anti-doping regulations, the World Anti-Doping Code and its International Standards to which the UCI anti-doping regulations refer as well as the anti-doping regulations of other competent instances as foreseen by the UCI Regulations and the World Anti-Doping Code, provided such regulations comply with the World Anti-doping Code. I agree the results of the analysis may be made public and communicated in detail to my club, team or Trade Team or to my paramedical assistant or doctor. I agree that all urine samples taken shall become the property of the UCI which may have them analyzed, especially for the purposes of health protection research and information. I agree that my doctor or the doctor of my club, team or Trade Team may, on a request from the UCI, communicate to it a list of any medicines I took and treatment I underwent before any given competition. 4. I accept the conditions regarding blood testing and accept to undergo blood tests.

Anti-Doping Rule Violation (ADRV) Financial Consequences: 1. An individual who has been found to have committed an ADRV may not be subsequently named as a fully funded Participant on any CC project, including, but not limited to, Olympic or Paralympic Games, Cup, or other National Team projects. 2. In all circumstances where an ADRV is determined CC will: a. recover all costs for the Participant's participation at events for which the Participant's results were disqualified due to an ADRV; b. recover all costs for the conduct of the anti-doping hearing; and c. obtain a fine proportionate to the seriousness of the violation in those cases where the Participant received the maximum applicable sanction pursuant to the CADP. All fines collected will be directed towards CC's anti-doping education programs. I accept that membership related personal data will be shared by Cycling BC, Cycling Canada, and the UCI.

[] **I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS DECLARATION.**