



Cycling Without Age Fernie Passenger Waiver

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT ("RELEASE AGREEMENT")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY!

This Release Agreement shall apply to all subsequent CYCLING WITHOUT AGE PASSENGER ACTIVITIES

INITIAL

Name	Last:	First:	Date of Birth:	Age:
Address	Street:		City:	Prov:
	Phone:		E-mail:	

TO: CWA FERNIE, CYCLING WITHOUT AGE FERNIE AND THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, INSTRUCTORS, GUIDES, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, SUPPLIERS, HOSTS, VOLUNTEERS, VOLUNTEER PILOTS, SUCCESSORS AND ASSIGNS (hereinafter referred to as the "Operators").

DEFINITIONS

In this Release Agreement:

- the term "Releasees" shall include the Operators;
- the term "CYCLING WITHOUT AGE PASSENGER ACTIVITIES" shall include my participation in the Cycling Without Age program, regardless of location, volunteer pilot, equipment used by the program and state of repair of that equipment;
- the term "Trishaw" shall mean the passenger bicycles used for the CYCLING WITHOUT AGE PASSENGER ACTIVITIES.

ASSUMPTION OF RISKS – CYCLING WITHOUT AGE PASSENGER ACTIVITIES: I am aware that CYCLING WITHOUT AGE PASSENGER ACTIVITIES involves risks, dangers, hazards, obstacles and injury, all of which may occur at any time while engaging in CYCLING WITHOUT AGE PASSENGER ACTIVITIES and may be caused by the Operators, third parties or natural forces. I acknowledge and accept that the Releasees may fail to keep me safe during CYCLING WITHOUT AGE PASSENGER ACTIVITIES, including, without limitation: moving to/from the Trishaw, pick-ups and drop-offs, entering and exiting my residence, stops, travelling as a passenger on the Trishaw and entering and exiting the Trishaw. The terrain used for CYCLING WITHOUT AGE PASSENGER ACTIVITIES is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards. These may include, but are not limited to: potholes, cracks in the surface, rocks, ruts, holes and depressions on or beneath the surface, variable and difficult weather conditions, changes or variations in the terrain which may create blind spots or areas of reduced visibility, man-made and natural obstacles, impact or collision with others, including vehicles, bikes or motorized equipment, becoming lost or separated from the Operators, mechanical failure of the Trishaw and related equipment, negligent operation of the Trishaw and related equipment, encounter with domestic or wild animals including dogs, bears, moose and cougar, loss of balance or control, slips, trips and falls, negligent first aid, negligence of other persons, including third parties, 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 WITHOUT AGE PASSENGER ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM, INCLUDING SUCH PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS CAUSED BY THE NEGLIGENCE ON THE PART OF THE RELEASEES.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT - In consideration of THE RELEASEES allowing me to participate in CYCLING WITHOUT AGE PASSENGER ACTIVITIES and permitting use of their equipment for CYCLING WITHOUT AGE PASSENGER ACTIVITIES and for other good and valuable consideration, the receipt and sufficiency of which is acknowledge, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future 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 WITHOUT AGE PASSENGER 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, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ACTIVITIES REFERRED TO ABOVE;**

2. **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 CYCLING WITHOUT AGE PASSENGER ACTIVITIES;
3. I am familiar with the risk of serious injury and death which may arise to myself as a result of CYCLING WITHOUT AGE PASSENGER ACTIVITIES, I am familiar with all aspects of CYCLING WITHOUT AGE PASSENGER ACTIVITIES and that I am physically, emotionally and mentally able to participate in CYCLING WITHOUT AGE PASSENGER ACTIVITIES;
4. 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;
5. 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
6. 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.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THE AGREEMENT PRIOR TO SIGNING IT, AM SIGNING IT ON MY OWN BEHALF AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH MYSELF OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEE.

Signed this _____ day of _____, 202__

Witness Signature:
Print name clearly:

Signature of Participant
Signature of Guardian if passenger is under age 19:
Signature of Power of Attorney if applicable:
Print name clearly: