

MILTON BICYCLE CLUB - ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK (FOR ADULTS OVER THE AGE OF MAJORITY i.e. over 18 in Alberta, Manitoba, Ontario, P.E.I., Quebec, Saskatchewan and over 19 in other Provinces and Territories)

This is a binding legal document; therefor you should clarify any questions or concerns **before** signing. As a participant in club activities ("Activities") organized, operated, and conducted by the Milton Bicycle Club (MBC), you, the undersigned, acknowledge and agree to the following:

WARNING!

By signing this document you will waive certain legal rights, including the right to sue in circumstances outlined in this Document. Please read carefully.

- 1) I acknowledge that the World Health Organization has classified the Coronavirus Disease ("COVID-19") outbreak as a global pandemic and I am aware of the risks of COVID-19. I specifically acknowledge and agree that I am aware of the risks to personal health, including by the failure to follow physical distancing, flowing from COVID-19, and that I am assuming all health risks and adverse health related consequences (up to and including hospitalization or death) caused by or arising from engaging in any Activities (the "**Assumed COVID Risks**").
- 2) I acknowledge that MBC will comply with are all federal, provincial, municipal, and public health authority laws, regulations, by-laws and orders as they may exist from time to time.
 - a) I acknowledge and agree that I am participating voluntarily in the sport of cycling and the Activities. In consideration of my participation in the sport of cycling and the Activities, I hereby acknowledge that I am aware of the risks, dangers, and hazards (including the Assumed COVID Risks) associated with or related to the sport of cycling and the Activities and that I may be exposed to such risks, dangers, and hazards (including the Assumed COVID Risks). The risks, dangers and hazards include, but are not limited to the Assumed COVID Risks as well as injuries or illness (up to and including death) from:
 - b) The sport of cycling, which can include, but is not limited to: Road, Gravel, or Mountain Bike;
 - c) Executing strenuous and demanding physical techniques in cycling and/or exerting and stretching various muscle groups;
 - d) Vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts;
 - e) Mounting, dismounting or falling off a bicycle;
 - f) Falling, tumbling or hitting any ground, surface, concrete, road, track or other surfaces;
 - g) Physical contact with other participants (including those engaged in the programs, activities and events support);
 - h) Failure to properly use any equipment, the mechanical failure of any piece of equipment or inadequate safety equipment, improper maintenance or adjustment of equipment;
 - i) Contact, collisions or being struck by other participants, pedestrians, fixed objects, spectators, equipment or vehicles;
 - j) Road conditions, terrains and vehicular traffic while cycling;
 - k) Extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke or hypothermia;
 - l) Spinal cord injuries which may render me permanently paralyzed; and/or
 - m) Travel to and from Activities.
- 3) Furthermore, I am aware:
 - a) That injuries or illness sustained can be severe,
 - b) That I may experience anxiety while challenging myself during the sport of cycling and the Activities;
 - c) That my risk of injury is reduced if I follow all rules established for participation; and
 - d) That my risk of injury increases as I become fatigued.
 - e) In consideration of MBC allowing me to participate, I hereby release MBC and its' respective directors, officers, volunteers, participants, and representatives (collectively the "**Releasees**") from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, in respect of any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind which I may suffer arising out of or connected with: (A) the Assumed COVID Risks; (B) the conduct of any screening of any individual); and (C) the preparation for, or participation in, the Activities, including without limitation: (i) during, or as a result of, the sport of cycling; (ii) caused by the risks, dangers and hazards associated with the sport of cycling (some, but not all, of which are listed in 3 and 4 above); (iii) caused in any manner by any of the Releasees, including without limiting the foregoing, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any duty of care of any of the Releasees.
- 4) In consideration of the MBC allowing me to participate, I also hereby indemnify and hold harmless the Releasees from any and all damages or losses of any kind as a result of any and all claims, demands, causes of action of any kind whatsoever including those involving negligence or gross negligence on the part of any of the Releasees that may be made or initiated by arising out of or connected with: (A) the Assumed COVID Risks as they relate to me; (B) the content or implementation of the RTS Policy as it relates to me; and (C) my preparation for and/or participation in any of the Activities, including without limitation: (i) during, or as a result of, the sport of cycling; (ii) caused by the risks, dangers and hazards associated with the sport of cycling (some, but not all, of which are listed in 4 and 5 above); (iii) caused in any manner by any of the Releasees, including without limiting the foregoing, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any duty of care of any of the Releasees.
- 5) In consideration of the Organization allowing me to participate, I also agree:
- 6) That my physical condition has been verified by a medical doctor to participate in the sport of cycling and in the activities and events of the MBC;
 - a) That the rules of participation must be followed and that the sole responsibility for my safety remains with me, including physical and emotional preparation and fitness;
 - b) To discontinue participation if I sense or observe any unusual hazard or unsafe condition; or feel unable or unfit to safely continue;
 - c) To WAIVE any and all claims that I may have now or in the future against the MBC; and
 - d) To ACCEPT AND FULLY ASSUME all risks, dangers and hazards (including without limitation the Assumed COVID Risks) arising out of, associated with or related to my participation in the sport of cycling (some, but not all, of which are listed in 4 and 5 above).
- 7) I acknowledge that I have read this document and understand it, that I have signed this document voluntarily, and that this document is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

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By accepting this agreement, you agree:

- a) to be bound by this ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK; and
- b) that you have read and that you fully commit to the MBC Membership Policy
- c) that you have read and that you fully commit to the MBC Ride Guidelines

Name of Participant (Please Print)

Date of Birth

Signature of Participant

Date

Email address

Emergency contact number