

Kamloops Bike Riders Association

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the "Release Agreement")**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR
TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

Initial of Participant

Name	Last	First	Middle Initial
Address	Street		
	City	Prov/State	Postal/Zip Code
Email Address		Telephone	Home Work
Date of Birth	Year Month Day	Age	
Trip Dates	Year Month Day	to	Year Month Day

TO

Kamloops Bike Riders Association (KBRA), and their directors, officers, employees, agents, independent contractors, subcontractors, representatives, successors and assigns, and all organizers, officials, workers, volunteers, participants, sponsors, promoters and advertisers involved with mountain biking with Kamloops Bike Riders Association (all of whom are hereinafter collectively referred to as "THE RELEASEES").

DEFINITIONS

In this Release Agreement, the term "mountain biking" shall include all activities, events, services or use of facilities provided, arranged, organized or conducted by the Releasees including but not limited to: cycling; bike descents; mountain bike tours; bicycle camps; bicycle skills training; use of trails and roads; guided mountain bike activities; races; competitions; demonstrations and events; orientation and instructional courses and sessions; group rides, trail building days; dual slalom, downhill, BMX, use of and all other related activities events or services, transportation, accommodation, food & beverage, water supply, rescue and first aid services.

ASSUMPTION OF RISKS

Injuries are a common and expected part of mountain biking. Mountain biking can take place on steep and rugged terrain and features that are both physically and technically challenging and will expose the rider to many risks, dangers and hazards. These include but are not limited to: transportation in vehicles, changing weather conditions; mechanical failure of equipment; 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 including steep or slippery sections, trees, roots, tree stumps, rocks, logs, cliffs, rock drops, loose gravel, holes, depressions, streams and creeks; constructed features such as bridges, ramps, ladders, bumps, berms, jumps, and drops; collision with natural and constructed objects, other mountain bikers, vehicles, pedestrians, spectators and officials; encounters with domestic and wild animals including dogs and bears; negligence of other riders or users of the premises; 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 MOUNTAIN BIKING.**

SAFETY

I have been advised to wear an appropriate helmet and other protective equipment such as elbow/forearm and knee/shin armor when freeriding. Use of a helmet is MANDATORY while riding any bike at any time.

PHOTO RELEASE

I consent to the use of my name, portrait, picture or photograph as part of any Kamloops Bike Riders Association undertaking. I understand that pictures of my name or me may be used at any time and on any medium (electronic, print, other media). I agree that I shall have no claim against Kamloops Bike Riders Association or against anyone accessing communications product with my name or photo listed.

Initial – Rider	Initial – Parent or Guardian if rider is under age 19

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MOUNTAIN BIKING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF A PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of my participation in mountain biking with Kamloops Bike Riders Association and my use of services, equipment and 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 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, 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 MOUNTAIN BIKING 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 my participation in Mountain Biking 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 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 with respect to the safety of wilderness activities, other than what is set forth in this Release Agreement.

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.

Witness’s Signature	Participant’s Signature
Witness’s Printed Name	Participant’s Printed Name
Date dd/mm/year	Signature of Parent or Guardian if guest is under age 19
	Please print name clearly