

Great Canadian Bicycle Tours

Rider Application

All Members and Day Riders must sign the RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION of RISK and INDEMNITY AGREEMENT.

First Name (Please print all information clearly)

Last Name

Street Address

City

Postal Code

Telephone

Email Address

Membership year

Select one:

Member \$30

Membership gives you access to the touring events of the Great Canadian Bicycle Tours during the calendar year in which you joined and the right to a vote at club meetings including the annual and any special meeting of the Great Canadian Bicycle Rally Inc.

Day Rider \$10

The Day Rider fee applies to a specific event and does not qualify the payee for membership.

Received by: _____

The bicycle touring program of The Great Canadian Bicycle Rally Incorporated is marketed and run under the name of The Great Canadian Bicycle Tours, a registered business name in the Province of Ontario.

GCBT

c/o Carolyn Trommelen VP Admin
40 Mc Nab St E Elora, ON N0B 1S0

Great Canadian Bicycle Rally Inc.
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
YOUR RIGHTS TO SUE PLEASE READ CAREFULLY!**

Participant's initial acknowledging above:

Name Last _____	First _____	Middle Initial _____
Address Street _____	City _____	Province _____
Postal Code _____	Phone No _____	Email _____ DoB _____

TO: Great Canadian Bicycle Rally Inc. and it's **(their)** directors, officers, guides, agents, representatives, suppliers, sponsors, successors, insurers, insurance intermediary, employees, owners, operators and assigns. (All of whom are hereinafter referred as "**the Releasees**")

DEFINITION

In this Release Agreement: the term EVENT includes, but is not limited to all activities, services and use of facilities either provided by or arranged by the Releasees, including, but not limited to: orientation sessions; recreational activities undertaken during an EVENT: travel by vehicle; all travel either on roads, within or beyond the designated boundaries, including in the backcountry and on logging roads, trails and private lands.

PROTECTIVE EQUIPMENT

I have been advised to wear an approved riding helmet and appropriate protective equipment when operating a bike. I will always wear proper safety equipment, including helmet and other padding whilst participating in a club event. Failure to do so involves risk of injury.

LIABILITY INSURANCE FOR BIKING / CYCLING

As a participant I have been advised it is mandatory to carry appropriate personal liability insurance for cycling. This is normally included in home, condos and tenant's liability insurance policies and extends to dependent's (ask your broker if in doubt). If you are not positive that you have personal liability insurance applicable for cycling coverage can be easily arranged. \$1,000,000 liability is available on the website www.pedalpowerinsurance.ca, with optional accident benefits.

ASSUMPTION OF RISKS

I acknowledge that biking / road cycling / mountain biking is an inherently dangerous activity. I am aware that biking involves many inherent risks, dangers and hazards, including but not limited to: exposed rock, earth, ice or other natural objects; trees, tree wells, tree stumps, forest deadfall; holes and depressions on or beneath the trail or surface; variable and difficult weather conditions; changes or variations in the terrain which may create blind spots or areas of reduced visibility; streams and creeks; cliffs; crevasses; crossing natural or manmade structures; travel on back-country roads; snow ATV trails, road-banks and cut-banks; impact or collision with vehicles or off road vehicles, becoming lost or separated from the group or other participants; mechanical failure of units operated and related equipment; extreme and rapidly changing weather conditions; encounter with wildlife including bears and other animals; the failure to operate a bike safely or within one's own ability; negligence of other bike riders and other persons; AND NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE. THIS INCLUDES PARTICIPATION IN ANY TRAINING AND/OR INSTRUCTION GIVEN BY OWNERS, STAFF, OR APPLICABLE CLUB. I am also aware and acknowledge that communication in the wilderness terrain may be difficult, and in the event of an accident, rescue, medical treatment and evacuation may not be available or may be delayed. Wilderness weather conditions may be extreme and can change rapidly and without warning. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH BIKING 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.

ALCOHOL AND ILLEGAL SUBSTANCES. I acknowledge that use and/or consumption of alcohol and all illicit drugs and/or street drugs IS PROHIBITED ON THE *vehicles* OR WHILE ENGAGING IN THE CLUB EVENT. If I use, consume or am

under the influence of alcohol or illicit and/or street drugs prior to or while engaging in the CLUB EVENT or while on the Facilities, as defined above, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY THE RELEASEES OR OTHER THIRD PERSONS AND/OR THIRD PARTIES, I ASSUME AND ACCEPT ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM AND WILL INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY DAMAGE TO PROPERTY OR PERSONAL INJURY TO ANY THIRD PARTY, RESULTING FROM MY PRESENCE ON THE FACILITIES AND/OR ENGAGEMENT IN THE CLUB EVENT, WHILE, DURING OR AFTER CONSUMPTION OF ALCOHOL OR ILLICIT AND/OR STREET DRUGS.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in any/the **CLUB ACTIVITIES OR EVENTS** and permitting my use of their services 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 a club event, 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*, or the biking ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE **CLUB ACTIVITIES OR EVENT** 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 a CLUB EVENT;
- 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 where the Club Event takes place and no other jurisdiction; and
- 5. Any litigation involving the parties to this Release Agreement shall be brought solely within your home province of ONTARIO and shall be within the exclusive jurisdiction of the Courts of ONTARIO.

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 participating in biking, 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.

Signed this _____ day of _____ Year _____

Signature of Witness _____ Print name clearly _____

Participant Signature _____ Print name clearly _____

I AM NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY THE RELEASEES WITH RESPECT TO THE SAFETY OF THE CLUB EVENT AND/OR THE FACILITIES OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT.

FOR PARTICIPANTS OF MINORITY AGE, I HEREBY CONSENT THAT I, AS PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT OF MINORITY AGE, DO CONSENT AND AGREE, TO HIS/HER RELEASE OF ALL THE RELEASEES, AND, FOR MYSELF, MY HEIRS ASSIGNS AND NEXT OF KIN, I RELEASE AND AGREE TO INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO THIS PARTICIPANT OF MINORITY AGE'S PARTICIPATION IN THE ATV CLUB EVENT OR ATTENDANCE AND/OR USE OF THE FACILITIES.

Signature of Guardian if participant is under age of majority _____
