

MID ISLAND VELO ASSOCIATION
2018 RELEASE, WAIVER, AND ASSUMPTION OF RISK

I hereby acknowledge and agree that in consideration of being permitted to participate in cycling programmes, races or other activities organised, operated or sanctioned by Mid Island Velo Association (hereinafter referred to as "MIVA"), its members, officers, directors, employees, independent contractors and agents, I do hereby release MIVA from all liability, and do hereby waive against MIVA all recourse, proceedings, claims and causes of action of any kind whatsoever, in respect of all personal injuries or property losses arising out of or connected with, my preparation for, or participation in the aforesaid cycling programmes, races or activities ("the Activities"), notwithstanding that any such injuries or losses may have been caused solely or partly by the negligence of MIVA ("this Agreement"). I hereby acknowledge and agree:

- a) that the sport of cycling is very dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of the sport itself, others which result from human error and/or negligence of the persons involved in preparing, organising and staging of cycling programmes, races and other activities;
- b) that as a result of the aforesaid risks and hazards, I as a participant may suffer serious injury, even death, as well as property loss;
- c) that some of the aforesaid risks and hazards are foreseeable but others are not;
- d) that I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and that accordingly, my preparation for and participation in the aforesaid cycling programmes, races and activities shall be entirely at my own risk;
- e) that I understand that MIVA not assume any responsibility whatsoever for my safety during my preparation for or participation in the aforesaid cycling programmes, races and activities;
- f) that I have carefully read this release and assumption of risk agreement, that I fully understand the same, and that I am freely and voluntarily executing the same;
- g) I understand clearly that by signing this release, I will be forever prevented from suing or otherwise claiming against MIVA for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for any of the above mentioned cycling programmes, races or activities whether or not such loss or injury is caused by the negligence of MIVA;
- h) that I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this agreement;
- i) that I understand clearly that MIVA would not permit me to participate in any such cycling programmes, races or activities unless I signed this release, waiver and assumption of risk agreement and that this release, waiver and assumption of risk agreement applies to all the aforesaid programmes, races and activities whether occurring in the near or distant future, and that the terms of this agreement need not be brought to my attention each time I participate in a cycling programme, race or activity in order to be effective;
- j) that the term "cycling programmes, races and/or activities" as used in this release, waiver and assumption of risk, agreement includes, without limiting the generality of that term, all races, training sessions, clinics, programmes and events that are in any way authorised, sanctioned or organised by MIVA;
- k) that this release, waiver and assumption of risk agreement is binding on myself, my heirs, executors, administrators, personal representatives and assigns;
- l) I recognise that this release may be in addition to the release I must sign as a condition of participation/membership and that I am bound by the terms and conditions of both waivers.

I hereby release, waive, and covenant not to sue, and further agree to indemnify, defend and hold harmless MIVA, together with the organizers, promoters, sponsors, advertisers, hosts, venue and

property owners upon which the Activities take place, law enforcement agencies and other public entities providing support for the Activities, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers, with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense, including court costs and reasonable legal fees of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Activities, including claims for Liability caused in whole or in part by the negligence of MIVA. I further agree that if, despite this Agreement, I, or anyone on my behalf, make a claim for Liability against MIVA, I will indemnify, defend, and hold harmless MIVA from any such Liability which any may be incurred as a result of such a claim.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representation, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

DATED AT: _____, BC, THIS _____ DAY OF _____ 20 ____.

PRINT NAME _____

SIGNATURE: _____

WITNESS: _____

EMERGENCY CONTACT NAME: _____

EMERGENCY TEL. NO.: _____