CANADIAN CYCLING ASSOCIATION
WAIVER, RELEASE and ASSUMPTION of RISK AGREEMENT

(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)

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

1. This is a binding legal agreement; therefore clarify any questions or concerns **before** signing. As a Participant in the sport of cycling and/or the events, programs, races and activities organized, operated, conducted and/or sanctioned by the Canadian Cycling Association (operating as Cycling Canada) **and** Ontario Cycling Association and its member clubs, the undersigned being the Participant acknowledges and agrees to the following terms:

2. The Canadian Cycling Association (operating as Cycling Canada) **and** Ontario Cycling Association and its member clubs, and their respective directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collectively the "Organization") is not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the sport of cycling and any program, activity or event of the Organization, caused by the risks, dangers and hazards associated with the sport of cycling, and the programs, activities and events of the Organization, or caused in any manner by the Organization, including without limiting the foregoing, by the negligence of the Organization.

3. I am participating voluntarily in the sport of cycling and the activities, events and programs of the Organization. In consideration of my participation in the sport of cycling and the programs, activities and events of the Organization, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the sport of cycling and the programs, activities and events of the Organization and that I may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:
   a) The sport of cycling including: Road, Track, Mountain Bike, BMX and Cyclocross;
   b) Executing strenuous and demanding physical techniques in cycling and/or exerting and stretching various muscle groups;
   c) Vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts;
   d) Mounting, dismounting or falling off a bicycle;
   e) Falling, tumbling or hitting any ground, surface, concrete, road, track or other surfaces;
   f) Physical contact with other participants (including those engaged in the programs, activities and events support);
   g) Failure to properly use any equipment, the mechanical failure of any piece of equipment or inadequate safety equipment, improper maintenance or adjustment of equipment;
   h) Contact, collisions or being struck by other participants, pedestrians, fixed objects, spectators, equipment or vehicles;
   i) Road conditions, terrains and vehicular traffic while cycling;
   j) Failure to stay within the designated course area;
   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 events.

4. Furthermore, I am aware:
   a) That injuries sustained can be severe;
   b) That I may experience anxiety while challenging myself during the sport of cycling and the activities, events and programs;
   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.

5. In consideration of the Organization allowing me to participate, I agree:
   a) That my physical condition has been verified by a medical doctor to participate in the sport of cycling and in the activities, events and programs of the Organization;
   b) 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;
   c) To discontinue participation if I sense or observe any unusual hazard or unsafe condition; or feel unable or unfit to safely continue;
   d) To ASSUME all risks arising out of, associated with or related to my participation;
   e) To WAIVE any and all claims that I may have now or in the future against the Organization;
   f) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the Organization; and
   g) To FOREVER RELEASE the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I may have or may in the future, that might arise out of, result from, or relate to my participation in the sport of cycling, my presence at any venue, the events, activities or programs of the Organization, and/or my traveling to or from the events, activities or programs of the Organization, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any duty of care of the Organization.

6. I acknowledge that I have read this agreement and understand it, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

[By signing below, you agree to be bound this Agreement.]

_____   _____   _____
Name of Participant (Please Print)   Date   Date of Birth

_____
Signature of Participant

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Event Name:_____