

King Race Series Waiver

Name: _____

Street: _____

City: _____ Prov: _____ Postal Code: _____

Email: _____ Gender: ____ Age (12/31/2019): ____ OCA: _____

Waiver of Claims, Release of Liability Indemnity Agreement and Assumption of Risks

Please read carefully: by signing this document you will waive certain legal right including the right to sue.

In Consideration and as a condition of King City, Evolution Cycles, and B1EVO cycling club permitting my participation in the King Race Series (Tuesday from April 30th to October 29th, 2019) in the King City Trails at Centennial Park, I hereby agree as follows

1. To waive any and all claims that I have or may have in the future against the King City, Evolution Cycles, B1EVO cycling club its directors, officers, employees, agents and representatives (hereinafter referred to as the "Releasees") from any cause whatsoever, INCLUDING all claims for negligence, breach of contract, breach of statutory duty of care and/or the breach of the Occupiers Liability Act. R.S.O. 1990, c.0.2 of the Releases, the use of the facilities and mountain biking;
2. To release the Releasees from any and all liability for any loss, damage, injury or expense I may suffer or that my next of kin may suffer as a result of my participation in the King Race Series, including mountain biking, due to any cause whatsoever, including all claims for negligence, breach of contract, breach of statutory duty or care and/or the breach of the Occupiers Liability Act. R.S.O. 1990, c.0.2 of the Releasees;
3. To hold harmless and indemnify the Releasees from any and all liability for any property damage to any third party resulting from my participation in this mountain biking event;
4. Where this waiver of claims, release of liability, indemnity agreement and assumption of risks is executed by a parent or guardian on behalf of an infant or person under a disability, the said parent or guardian hereby agrees to hold harmless and indemnify the Releasees from any and all liability in connection with any liability for any loss, damage, injury, expense that the said infant or person under a disability may suffer as a result of the participation in this bike event due to any cause whatsoever, INCLUDING all claims for negligence, breach of contract, breach of statutory duty of care and/or breach of the Occupiers Liability Act R.S.O. 1990, c.0.2. of the Releasees;
5. I understand that mountain biking is a dangerous sport and I (or the infant or person under a disability) has prepared adequately for such. I further understand that there is no obligation to participate in mountain biking. I understand that mountain biking intrinsically involves a risk of physical injury greater than that encountered in daily life. By taking part or participating in mountain biking, I understand that I am doing so at my own risk
6. I agree to assume all risks of personal injury, death, or property loss resulting from any cause whatsoever INCLUDING but not limited to the inherent risk of mountain bike racing, collision with natural and man-made objects, other forest users, other event participants, camp and trails for any negligence, breach of contract, breach of statutory duty of care and /or breach of the Occupiers Liability Act, R.S.O 1990 c.0.2 of the Releasees
7. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns in the event of my death (or the heirs, next of kin, executors, administrators and assigns of an infant or person under a disability in the event of their death
8. This agreement is binding for the entire duration of the mountain biking series at Centennial Park, April 30th to October 29th, 2019, inclusive.
9. I have read and understood this agreement prior to signing it and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against the Releasees.

Dated: _____ day of _____ 2019

Participant Signature

Parent/Guardian Signature (*if participant is under 18*)

Witness

Parent/Guardian - Print Name