

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the “Agreement”)

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

PLEASE READ CAREFULLY!

Initial – Participant
(or Parent/Guardian If
Participant under 19)

Name of Participant	Last	First	Middle Initial
Address	Street	Email Address	
	City	Prov./State	Country
			Postal/Zip Code

TO: THE ALBERNI VALLEY CHAMBER OF COMMERCE, THE CITY OF PORT ALBERNI and their respective elected officials, directors, officers, employees, agents, guides, volunteers, representatives, independent contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter referred as “the Releasees”)

DEFINITION: In this Agreement, the term “the Activities” means all activities or services provided, arranged, organized, conducted or authorized by the Releasees including but not limited to: rental and use of bicycles (including electric bicycles) and other equipment, instructional sessions, bike tours, and other such activities, events and services in any way connected with or related to the Activities.

ASSUMPTION OF RISKS

I AM FULLY AWARE THAT the Activities involve many risks, dangers and hazards. The risks, dangers and hazards include but are not limited to: falling off a bicycle; equipment failure; loss of balance; impact, collision with natural features, structures, pedestrians, other bicycles or vehicles; changing and inclement weather including storms, high wind, and lightning; biking on uneven and hazardous terrain; wet and slippery surfaces; becoming lost or separated from one’s guide, instructor or party; errors or negligence on the part of other participants; AND ERRORS OR NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.

I AM FURTHER AWARE THAT:

- 1. If the Activities are being undertaken by a Participant under the age of 19, the Participant’s parents and/or guardian are fully responsible for the supervision and safety of such Participant at all times;
- 2. I fully assume all the risks and liabilities of any other person’s use of bicycles and other equipment which I have rented from the Releasees and of such person’s participation in the Activities;
- 3. Helmets provided with bicycles rented by the Releasees must be worn at all times while participating in the Activities; and

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

Initial - Participant
(or Parent/Guardian If
Participant under 19)

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in the Activities and permitting my use of their services, equipment and other 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 the Activities, 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, R.S.B.C. 1996, Chapter 337, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE MANY RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES;

Initial - Participant
(or Parent/Guardian If
Participant under 19)

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES:
 - (a) from any and all damage to the Releasees’ equipment used by the Participant, usual wear and tear excepted;
 - (b) for any and all liability for any property damage, loss, expense or personal injury to any third party resulting from my participation in the Activities or resulting in me allowing any other person to use any equipment rented from the Releasees;
 - (c) from any and all emergency expenses related to first aid, medical treatment or evacuation of myself in the event of accident, injury or illness, including but not restricted to ambulatory or hospital care;
- 3. This 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 Agreement and any rights, duties and obligations as between the parties to this 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 Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of that province.

IN ENTERING INTO THIS 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 THE ACTIVITIES, OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING IT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE AGAINST THE RELEASEES.

Signature of Participant OR Parent or Guardian if Participant under 19
Please print name clearly

Witness
Please print name clearly