RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

TO: Ride Guides, and its employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

First Name:		**Last Name:**	
Address:			
City:		**Province:**	
Postal Code:		**Country:**	
Email Address:			

This Agreement must be completed in full and witnessed before a participant may ride with Ride Guides

ASSUMPTION OF RISKS

I am aware that cycling, road biking, mountain biking and travel involve many risks, dangers and hazards including, but not limited to: bicycle equipment failure; changing weather conditions; encounters with wildlife; variation or steepness in terrain; exposed rock, earth and other natural objects; trees, tree wells, tree stumps, forest dead fall; the condition of the cycling surface, changes or variations in the cycling surface or sub-surface; streams; holes in the cycling surface; cliffs; crevasses; the use of lifts; impact or collision with lift towers or other structures or objects used in connection with cycling; road-banks or cut banks; travel on highways, roadways and back-country roads; becoming lost or separated from the guides or instructors; impact or collision with fences, all-terrain vehicles or other vehicles, equipment or structures; impact or collision with other mountain bikers; impact or collision with pedestrians; the failure to mountain bike safely or within my own ability or within designated areas and negligence of other riders. I am also aware that the risks, dangers and hazards referred to above may exist throughout the cycling area and many are unmarked. I have acquainted myself with the single track getaways/guided day rides and have made sufficient inquiries of Ride Guides staff to be confident my mountain biking skills will allow me to ride the cycling facilities I have chosen safely. This waiver also covers my participation in Ride Guides Skill Camp and transport by Ride Guides or their agents to and from the trail systems. **I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom due to any cause whatsoever and without limitation and will hold Ride Guides harmless regardless of negligence.**

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In consideration of the Releasees permitting my use of its, training areas, cycling runs and trails, and other facilities (hereinafter referred to as "the cycling facilities"), and for 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 **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 use of, or my presence on, the cycling facilities due to any cause whatsoever;
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability, regardless of negligence for any loss, damage, injury or expense to any third party resulting from the use of the cycling facilities;
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 shall be governed by and interpreted in accordance with the laws of the Province of Ontario; and
5. Any litigation involving the parties to this Agreement shall be brought within the Province of Ontario, and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

In entering into this Agreement, I warrant that I am of the full age of 18 years and that I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this **day of** **in the year**

Signature of Witness		**Participant Signature**	

Witness Name (Print Clearly)		**Parent/Guardian Signature**	