

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

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

Initial

PLEASE READ CAREFULLY!

TO: Sweet Skills Mountain Bike Coaching & Personal Training Ltd. ("Sweet Skills"), and Her Majesty the Queen in Right of the Province of British Columbia as presented by Land and Water British Columbia and their respective elected officials, directors, officers, employees, guides, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (collectively referred to as the "Releasees" and individually as a "Releasee")

Name	First	Last		
Address	Street			Apt #
	City		Prov/State	Code/Zip
Birth Date	Year	Month	Day	
	Local Address			Local Phone

In this Agreement the term "Activities" shall include but is not limited to road riding and mountain biking ("cycling") clinics, sessions, guided mountain or road cycling tours, instructional skill lessons, group rides, seminars, hiking, stretching, yoga, consumption of food and beverages, transportation to and from activities and other such activities and services provided by or for Sweet Skills in any way connected with or related to those Activities or services above.

ACKNOWLEDGEMENT – HEALTH AND SAFETY

I hereby declare myself to be physically sound and suffering from no condition, impairment, disease or other illness that would prevent my participation in the Activities, and I do hereby assume all responsibility for my participation. I acknowledge that I am required to wear an approved helmet while cycling. I am aware that the use of the bicycle is subject to any applicable Municipal and Provincial traffic and/or Park regulations and agree to inform myself of, and adhere to, those regulations. I am familiar with the proper use of the bicycle, including all quick release mechanisms, brakes and shifters. I am aware that there are technicians, guides or instructors available to answer any questions that I may have as to the proper use of the bicycle. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue for any reason. I understand that **the sole responsibility for my personal safety remains with me**, including my physical and emotional preparation and fitness to participate in the Activities.

ASSUMPTION OF RISKS

I am aware that the Activities involve many risks, dangers and hazards and that injuries are a common and ordinary occurrence. These risks, dangers and hazards include, but are not limited to: mechanical failure of the equipment, disembarking ski lifts; changing weather conditions; exposed rock, earth, and other natural objects; trees, tree wells, tree stumps, branches and forest deadfall on or adjacent to the terrain; collision or encounters with other cyclists, wildlife, pedestrians, manmade objects including stunts, obstacles, bridges, fences, trail making equipment, trail equipment, all terrain vehicles or other vehicles, equipment or structures, fences or posts; loss of balance or control; changes or variations in the cycling or hiking surface or sub-surface; blind spots or areas of reduced visibility; streams, creeks and holes in the cycling or hiking surface; cliffs, crevasses, road-banks or cut banks, variation or steepness in terrain, difficulty or inability to control ones speed or direction; loss of balance; rapid or uncontrolled acceleration on hills and inclines; exposure to weather, becoming lost or separated from the guides or instructors or other participants; failure to cycle safely or within one's own ability or within designated areas; negligence of other cyclists or participants, allergy or adverse reactions to provided food or beverage; and **NEGLIGENCE ON THE PART OF ANY OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.** I am also aware that the risks, dangers and hazards referred to above exist throughout the Parks and Trails and that many hazards are unmarked. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

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In consideration of Sweet Skills and the Releasees allowing me to participate in the Activities and permitting my use of the Park, lifts, runs, Trails, skills parks, restaurants, day lodges, parking, access roads and other facilities (collectively the "Facilities"), and my participation in guided tours, lessons, clinics and sessions, I hereby agree as follows:

1. TO FOREVER WAIVE ANY AND ALL CLAIMS that I have or may in the future have against **ANY OF THE RELEASEES**, and **TO RELEASE EACH OF 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 resulting from my participation in any of 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 ON THE PART OF ANY OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in the Activities or my use of the Facilities;
3. In the event of an accident or injury, I authorize the Sweet Skills and their authorized third parties to obtain medical assistance deemed necessary in their discretion. I further assume responsibility to pay for any and all medical and emergency expenses, including transport, in the event of an accident or injury during the Activities, regardless of whether I have subsequently authorized such expenses.
4. 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;
5. This Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction. 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 the Province of British Columbia;
6. I grant permission to Sweet Skills and their authorized third parties to use any photographs, video, recording or other record of Activities in which I am included for any lawful purpose; and
7. This release and waiver is intended to be as broad and inclusive as permitted by the laws of the Province of British Columbia and that if any portion hereof is invalid, it is agreed that the balance shall notwithstanding, continue in full force and effect.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by any of the Releasees with respect to the safety of the Activities other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS RELEASE 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, AND REPRESENTATIVES MAY HAVE AGAINST ANY OF THE RELEASEES.

Signature of Participant or Parent/Guardian if Participant is under 19	Signature of Witness
Please print name clearly	Please print name clearly

Signed this day of _____, _____ 2020.
 This agreement must be completed in full, signed, dated, and witnessed by Sweet Skills staff prior to participation.