

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
(hereinafter referred to as the "Release 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!**

SIGNATURE OF PARTICIPANT

<b>Name</b>	Last		First		Middle Initial
	Street			E-Mail Address	
<b>Address</b>	City		Prov./State	Country	Postal/Zip Code

**TO: Gravity MTB** and their directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as **"the Releasees"**)

**DEFINITION**

In this Release Agreement, the term "Cycling Activities" shall include all activities, events, competitions, training rides, tours, programs, workshops, lessons, clinics or other related services, including cross-country, downhill, velodrome (track), Bicycle-motocross (BMX), trials, cyclo-cross or road cycling, which are organized, provided, arranged, conducted, sponsored, promoted or authorized by or connected with the Releasees. **SAFETY**

**ASSUMPTION OF RISKS**

I have been advised to wear an approved helmet while participating in Cycling Activities, and to comply with all applicable municipal and provincial highway laws and regulations. I recognize that serious head injury or death can result even when a helmet is worn. **ASSUMPTION OF RISKS** I am aware that participation in Cycling Activities involves many risks, dangers and hazards including, but not limited to: changing weather conditions; mechanical failure of bicycles; falls; loss of balance; high speed descents; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration on hills and inclines; extreme variation in cycling terrain including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, streams and creeks; constructed features such as bridges, ramps, ladders, bumps, berms, jumps, and drops; collisions with natural and constructed objects, other participants, vehicles, pedestrians, spectators and officials; encounters with domestic or wild animals; negligence of other persons; and **NEGLIGENCE ON THE PART 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 OF CYCLING ACTIVITIES.**

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH CYCLING ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT.**

<b>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, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM;</b>	INITIAL HERE
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**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the **RELEASEES** agreeing to my participation in Cycling Activities either as a member of Gravity Mountain Bike Inc. or as a competitor, course worker, official, volunteer, event organizer, guest or member of the media, I hereby agree as follow:

- 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, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE MANY RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES REFERRED TO ABOVE;
- INITIAL HERE
- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES 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, including, but not limited to:
    - a. the use of my own equipment during the Activities such as stoves, tents, kayaks and other kayaking and camping gear; and
    - b. all costs of rescue, medical attention or health care costs rendered to me, or for my benefit as a result of the Activities.
  - 3. This Release 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 Release 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; and
  - 5. Any litigation involving the parties to this Release 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 Release 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 Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Witness
Please print name clearly

Signature of Participant
Please print name clearly
Signature of Guardian if Participant is under age of majority