

# THE CROSS CANADA CYCLE TOUR SOCIETY

## 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)

NAME (PRINT) First: (called) _____	Last: _____	Male: _____	Female: _____
ADDRESS: Street: _____	City: _____	Prov/State: _____	Postal Code: _____
PHONE: _____	EMAIL ADDRESS: _____	BIRTH DATE: (d/m/y) _____	
MEMBERSHIP: Renewal _____ New _____ (How Did You Hear About Us?) _____			

**TO:** The Cross Canada Cycle Tour Society ("CCCTS") and its directors, officers, employees, agents, representatives, volunteers, guides, independent contractors, subcontractors, sponsors, successors and assigns (all of whom hereinafter are collectively referred to as "the Releasees").

### DEFINITION

In this agreement the term "CCCTS Activities" shall include all activities, trips, tours, rides, events, services and accommodations, organized, provided, arranged, conducted, sponsored, promoted or authorized by the **Releasees**, including but not limited to day tours and multi-day tours taking place in or outside of Canada, all orientation, training or instructional sessions or seminars, social events and any and all related **CCCTS Activities** such as, but not limited to, camping, hiking, bus tours, cave tours, ski tours, kayaking, canoeing and riding in a support vehicle.

### ASSUMPTION OF RISKS

I am aware that participation in **CCCTS Activities** involves many risks, dangers and hazards including, but not limited to: changing weather conditions; mechanical failure of bicycles; loss of balance; difficulty or inability to control one's speed and direction; variation or changes in the cycling surface including holes, depressions, loose gravel, rocks, mud, snow, creeks, etc.; impact or collision with pedestrians, motor vehicles or other cyclists; encounters with domestic or wild animals, failing to cycle safely within one's own ability; and negligence on the part of the **Releasees**, including the failure of the **Releasees** to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of **CCCTS Activities**. 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. I have been advised that **CCCTS** policy requires mandatory use of an approved helmet while riding a bicycle.

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the **Releasees** allowing my participation in **CCCTS Activities** 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 or incapacity that I may suffer or incur or that my next of kin may suffer of incur during my participation in **CCCTS Activities**, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care on the part of the **Releasees**, and including the failure on the part of the **Releasees** to safeguard or protect me from the risks, dangers and hazards of **CCCTS Activities** referred to above.
2. To hold harmless and indemnify the **Releasees** from any and all liability for any property damage or personal injury to any third party resulting from my participation in **CCCTS Activities**;
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;
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 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 British Columbia.

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 **CCCTS 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 THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHT'S WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signature \_\_\_\_\_ Witness \_\_\_\_\_

Date \_\_\_\_\_ Print Witness Name \_\_\_\_\_

**MAIL (with cheque for \$30 or \$45) To: CCCTS, 186-8120 #2 Rd. Ste. #210, Richmond, BC V7C 5J8**