

KINGSTON VELO CLUB

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT. PLEASE READ CAREFULLY
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This is a binding legal agreement. As a Participant in the programs, activities and events of Kingston Velo Club ("KVC"), the undersigned acknowledges and agrees to the following terms.

Disclaimer

KVC, their directors, officers, members, leaders, instructors, volunteers, officials, participants, agents, sponsors, owners/operators of the land or facility where programs, activities and events occur, and representatives are not responsible for any injury, death, loss, expense or damage of any kind suffered by a Participant during, or as a result of, any program, activity or event, caused in any manner whatsoever including, but not limited to, the negligence of the KVC.

Description of Risks

I FULLY UNDERSTAND that: (a) cycling is an inherently dangerous activity in which I participate at my own risk; (b) cycling involves risks and dangers of property damage, illness, serious bodily injury, including permanent disability, paralysis, and death, (c) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating, the NEGLIGENCE ON THE PART OF THE KVC INCLUDING THE FAILURE ON THE PART OF THE KVC TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF CYCLING, or the condition in which cycling takes place.

The risks associated with the cycling include, by way of example and not limitation, the following: collisions with other cyclists, pedestrians, vehicles, fixed or moving objects; falls; loss of balance, difficulty or inability to control one's speed and direction, becoming lost or separated from the leaders or other participants; equipment failures and malfunctions; failure to negotiate obstacles and hazards, both marked and unmarked, including railway tracks, ruts, holes, potholes, rocks, stones, sand, gravel, mud, water, oil and/or other objects on the ground or in the roadway; variations or steepness in terrain; varying visibility; fatigue; exhaustion; dehydration; heatstroke; hypothermia; changing weather conditions, encounters with wild or other animals. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in property damage, illness injury, or death.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH CYCLING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THERE FROM.

Release of Liability and Acceptance of Terms

In consideration of the KVC allowing me to be a Participant, I agree:

1. To assume all risks arising out of, associated with or related to my participation;
2. To be solely responsible for any injury, death, loss, expense or damage that I might sustain while participating; and
3. To release the KVC (including all directors, officers, members and volunteers) from liability for any and all claims, demands, actions and costs that might arise out of my participating, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by the negligence of the KVC;
4. To follow all laws associated with the Ontario Highway Traffic Act and bicycle use.

Acknowledgement

I acknowledge that I have read this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

_____ Name of Participant (Please print)	_____ Signature	_____ Date
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_____ Name of Participant (Please print)	_____ Signature	_____ Date
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_____ Name of Participant under 18 (Please print)	_____ Signature of Parent / Guardian	_____ Date
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_____ Name of Participant under 18 (Please print)	_____ Signature of Parent / Guardian	_____ Date
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