

The Cycling Co.
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250.508.8449

ASSUMPTION OF RISK AND WAIVER AGREEMENT

(READ THIS DOCUMENT CAREFULLY AS IT EFFECTS YOUR LEGAL RIGHTS)

I (or in the case of the participant being a minor, "we" throughout this agreement), in consideration of being permitted to participate in cycling programs, races or activities organized, operated or sanctioned by The Cycling Co. (TCC) acknowledge and agree as follows:

- 1. that the term "cycling programs, races, and/or activities" as used in this assumption of risk and waiver agreement includes, without limiting the generality of that term, all races, training sessions, clinics programs and events that are in any way authorized, sanctioned, organized, or conducted by TCC;
- 2. **Assumption of Risk by Minors and Adults:** the sport of cycling can be dangerous, exposing participants and bystanders to risks and hazards, some of which are inherent in the nature of the sport itself, others which result from human error and negligence on the part of the persons involved in preparing, organizing and staging cycling programs, races and/or activities, and that some of the aforesaid risks and hazards are foreseeable, but others are not;
- 3. that as a result of the aforesaid risks and hazards, I as a participant or bystander may suffer serious personal injury, even death, as well as property loss, and that I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and that my preparation for, participation in and observation of the aforesaid cycling programs, races and activities shall be entirely at my own risk;
- 4. Waiver of Rights of Adults: I, as an adult participant or observer, do hereby release the TCC, its members, officers, directors, employees, independent contractors and agents from all liability, and do hereby waive as against the TCC, its members, officers, directors, employees, independent contractors and agents all recourses, proceedings, claims and causes of action of any kind whatsoever, in respect of all personal injuries or property losses which I, or my minor participant, may suffer arising out of or connected with, my or my minor participant's preparation for, or participation in, the aforesaid cycling programs, races or activities, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of the TCC, or any of its members, officers, directors, employees, independent contractors and agents;
- 5. that I understand clearly that TCC, would not permit me, or my minor as the case may be, to participate in any such cycling programs, races, and activities unless I, and my participating minor, signed this document and agreed it applies to all the aforesaid cycling programs, races, and activities whether occurring in the near or distant future, and that the terms of this agreement need not be brought to my/our attention each time I participate in a cycling program, race, or activity in order to be effective;
- 6. that I have been given the opportunity to seek independent legal advice prior to signing this agreement, and that in the case of an adult, this document is binding on myself, my heirs, my executors, administrators, personal representative and assigns; and
- 7. that I have carefully read this assumption of risk and waiver agreement, that I fully understand it effects my legal rights, and that I am freely and voluntarily executing same.

Participant's name [print]:	Participant's signature:
Parent/Guardian name [print]:	Parent/Guardian signature:
Emergency Contact name:	Emergency contact no.
Allergies, injuries, illnesses:	Date: