THE CROSS CANADA CYCLE TOUR SOCIETY

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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.

I am also aware that my participation in the Activities may put me at an elevated risk of contracting or being exposed to viruses, contagious diseases or other illnesses that may be present in the general population and/or in public spaces and that I nevertheless choose to participate in the Activities and fully assume the risk of doing so.

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 or 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 RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

DATE:_____ **LOCATION**_____

Name	Signature