

# **ITE Toronto Section Bike Tour Waiver and Release**

**ITE TORONTO SECTION 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.**

This form must be accepted by each rider (and parent or guardian for riders under 18) Before the rider begins the ride. No rider may participate without accepting, "Yes, I agree to the terms and conditions of the waiver and release form" upon registration for the tour. PLEASE READ CAREFULLY!

TO: ITE Toronto Section, its (their) employees, volunteers, directors, instructors, sponsors, suppliers, contractors, sub-contractors, representatives, successors and assigns (all of whom are hereinafter referred to as 'the Releasees')

## **DEFINITION**

In this Release Agreement, the term TOUR includes, but not limited to all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include; but is not limited to: cycling, bicycle borrowing and use, orientational and instructional courses, seminars, clubs, travel; and other such activities, events and services in any way connected or related to cycling or the rental of biking equipment.

## **RENTAL AGREEMENT**

I, the participant, accept full responsibility for the cycling equipment rented ("the Equipment") and agree to pay for any damage to or loss of the Equipment and replace the Equipment at full retail value if not returned by the agreed date.

## **VOLUNTARY NATURE OF THE TOUR**

I, the participant, acknowledges that participation in the tour voluntary and involvement of physical activity. I understand that participating in this tour will expose me to traffic, roads and other various risks.

I, the participant, warrant that I am physically fit to participate in the tour.

## **CYCLING SAFETY**

I acknowledge that I, the participant, am required to wear an approved helmet while on the tour. Wearing an approved helmet is mandatory under provincial law for all individuals under the age of 18 using a non-motorized bicycle and for all individuals at the age of 16 or older using an electric bicycle.

If I, the participant, am bring my own bicycle on the tour, I acknowledge that my equipment needs are mechanically fit and suitable for the intended use of the tour. In addition, my equipment meets all the municipal and provincial law requirements and has a front and rear light and reflectors.

I am aware that cycling is subject to all applicable municipal and provincial highway traffic regulations. I am familiar with the proper use of the Equipment, including all quick release mechanisms, brakes and gear shifters.

## **ASSUMPTION OF RISKS**

I am aware that cycling, whether it be my own personal equipment or a rental, and the borrowing and use of cycling equipment involves risks, dangers, and hazards including, but not limited to: mechanical failure of the Equipment; loss of balance; difficulty or inability to control one's speed and direction; variation or steepness of terrain; rapid or uncontrolled acceleration on hills and inclines; variation or changes in the riding surface including rocks, gravel, cliffs, trees, roots, pot holes and manmade structures such as bridges, berms, and jumps; changing weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the sites used for cycling; travel on highways and backcountry roads; encounters with domestic and wild animals; collision with

pedestrians, motor vehicles and cyclist; and NEGLIGENCE ON THE PART OF THE RELEASEES AND THE MANUFACTURERS AND DISTRIBUTORS AND THEIR STAFF, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF CYCLING AS A RESULT OF MY USE OF THE EQUIPMENT.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH CYCLING INCLUDING THE USE OF MY OWN OR BORROWING OF CYCLING EQUIPMENT AND I FREELY ACCEPT AND FULLY ASSUME 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**

In consideration of the RELEASEES agreeing to provide me with cycling equipment and permitting my use of their services, equipment, and other facilities, 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 THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS 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 cycling or the use of the Equipment, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES IN THE RESPECT OF THE DESIGN, MANUFACTURE, SELECTION, INSTALLATION, MAINTENANCE, INSPECTION, SERVICE OR REPAIR OF THE EQUIPMENT, or in respect of the provision of or failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in cycling or my use of the Equipment.
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 Ontario and the laws of Canada applicable therein (without reference to conflict of laws principles) and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Ontario and the parties to this Release Agreement agree and attorn to the exclusive jurisdiction of the Courts of the Province of Ontario.

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 cycling or my use of the Equipment, 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 THIS RELEASE AGREEMENT THAT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS OR REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

**[By selecting "Yes, I agree to the terms and conditions of the waiver and release form" during registration for the tour you, the rider/participant (and parent or guardian for riders under 18), agree to be bound this Agreement, and you accept all the terms and conditions contained within this waiver and release form.]**