

# The Gravel Explorer - Waiver

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISKS AGREEMENT

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO CLAIM COMPENSATION OR SUE SHOULD YOU BE INJURED.**

**PLEASE READ CAREFULLY!**

**Initial:**

**TO: 0793670 B.C. LTD. DBA “BC BIKE RACE”, and its directors, managers, officers, shareholders, employees, volunteers, agents, representatives, contractors, subcontractors, sponsors, successors, assigns, Her Majesty the Queen in Right of the Province of British Columbia, and municipal corporations, regional districts, and local governments however constituted whose facilities, properties, personnel, may be used or accessed in some or all of the events organized by the BC BIKE RACE (hereinafter collectively referred to as “THE RELEASEES”).**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT** – In consideration of the Releasees allowing me to participate in the Activities and permitting my use of their equipment, if any, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

### **DEFINITION**

1. This agreement shall apply to all activities, events or services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: biking, camping, hiking, meals, orientation or travel by plane/helicopter/all-terrain vehicle/ferry, transportation or travel to and from locations used for the Activities; (hereinafter referred to as “the Activities”)

### **ACKNOWLEDGEMENT – SAFETY**

2. I acknowledge that the risk of injury from the Activities is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.

### **ACKNOWLEDGEMENT – COVID**

3. I warrant I am free from the CoVID virus and I further promise I will not participate in the BC Bike Race if I have symptoms of CoVID, have been advised by a medical professional or a governmental authority that I have symptoms of CoVID; or have CoVID; or have been advised by anyone that I have come in contact with within the past 14 days has CoVID; or have been advised to self-isolate within the past 14 days for any reason.

### **ASSUMPTION OF RISKS**

4. I am aware that participation in the Activities involves risks, dangers and hazards including, but not limited to: driving to and from, participating in and assisting with the activities, including but not limited to falling off my bike; loss of balance; collision with other riders; collision with trees, logs or rocks; collision with motorized vehicles; exposure to the virus which causes CoVID-19 and the symptoms thereof; hypothermia due to exposure to cold weather; heat exhaustion or hyperthermia due to exposure to hot weather; variation in weather; equipment failure; accidents while hiking; accidents while being evacuated for first aid; variation in the terrain including holes, depressions, loose gravel, rocks, mud, roots, creeks; impact with trees, tree stumps, forest deadfall, rocks, or other natural or man-made objects on or adjacent to the official race course trails; Un-maintained and/or unmarked trails, roads and bridges; lifting heavy objects; performing bike repairs; encounters with wild and domestic animals; becoming lost or separated from the race; limited access to first aid due to travel/racing in remote locations; limited ability for first aid teams to extract me from the race course or area; being lost for an extended period of time; being on my own in unfamiliar surroundings as a Solo Racer, this increases the risks; failure to act safely or within one’s ability or to stay within designated areas; injuries that could be suffered while traveling to, participating in or assisting with orientation, team building or marketing sessions, or the BC Bike Race itself; negligence of other persons; and that these risks may lead to disease, severe injury, disability, or death.

**WAIVER**

5. TO WAIVE 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 disease, that I may suffer, or that my next of kin may suffer as a result of my participation in the Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C 1996, c.337, 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 REFERRED TO ABOVE.

**INDEMNITY**

6 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 the Activities.

**AGREEMENT BINDING**

7 This 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.

**GOVERNING LAW**

8 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 the Province of British Columbia and no other jurisdiction.

**ATTORMENT**

9 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 the Province of British Columbia.

I hereby consent to the use of any photos, slides, films or video taken of me during the Activities for publicity, advertising, promotion or other commercial purposes. Initial: \_\_\_\_\_

**RESCUE** - As I am responsible for my own safety, in the event of an injury requiring evacuation, I hereby agree to pay all costs associated and shall reimburse any of the Releasees for expenses incurred or paid on my behalf. Initial: \_\_\_\_\_

**COVID-** As I am responsible for my own safety, in the event that I am impacted by CoVID, I hereby agree to pay all out of pocket expenses associated with quarantine, treatment and associated transportation and shall reimburse any of the the Releasees for expenses incurred or paid on my behalf. Initial: \_\_\_\_\_

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 the 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.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRINT NAME CLEARLY

Date Signed: \_\_\_\_\_

Address: _____		
Street	City	Prov/State
Country	Zip/Postal Code	Telephone