

Race #	Paid

# 2018 Victoria Cycling League Waiver

Release, Waiver and Assumption of Risk

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

PHONE# \_\_\_\_\_ EMAIL \_\_\_\_\_

CLUB NAME \_\_\_\_\_ CBC LICENCE # \_\_\_\_\_

EMERGENCY CONTACT \_\_\_\_\_

PHONE# \_\_\_\_\_

## VICTORIA CYCLING LEAGUE- 2018

*Race Calendar and associated clubs posted on the VCL website:*

*<https://victoriacyclingleague.wordpress.com/>*

I, \_\_\_\_\_, (please print) hereby acknowledge and agree that in consideration of being permitted to participate in cycling programs, races, namely, but not limited to the Victoria Cycling league races noted above, or activities organized, operated, or sanctioned by **Any or All Clubs organizing or in conjunction with the Victoria Cycling League Races and listed as named insured (herein called the "Association")**:

1. I do hereby release the Association, its members, officers, volunteers, traffic control marshals, directors, employees, sponsors, independent contractors, and agents from all liability, and do hereby waive as against the Association, its members, officers, volunteers, traffic control marshals, directors, employees, sponsors, 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 may suffer arising out of or connected with my preparation for, or participation in, the aforesaid cycling activities, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of the Association, or any of its members, officers, volunteers, traffic control, marshals, directors, employees, sponsors, independent contractors and agencies, Cycling BC, the District of Highlands, the City of Langford, the City of Victoria, the District of Saanich, the District of Oak Bay, the Town of Sidney, Greater Victoria Velodrome Association, Western Promotions Ltd. DBA Western Speedway, Bear Mountain Resort and Partners, German Auto Import Network DBA Vancouver Island Motor Speedway, Mid Island Velo Association, and Victoria Contracting and Municipal Maintenance Corporations ( herein collectively called the "Releases")

2. And, I do hereby acknowledge and agree:

- a) that the sport of cycling can be dangerous, exposing participants to many risks and hazards, some of which are inherent in the very 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 activities;
- b) That, as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss;
- c) That some of the aforesaid risks and hazards are foreseeable, but others are not;
- d) That I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and that, accordingly, my preparation for, and participation in the aforesaid cycling activities shall be entirely at my own risk;
- e) that I understand that neither the Association, nor any of its members, officers, volunteers, traffic control, marshals, directors, employees, sponsors, independent contractors and agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in the aforesaid cycling activities;
- f) that I have carefully read this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement, that I fully understand same and that I am freely and voluntarily executing same;

- g) that I understand clearly that by signing this release I will be forever prevented from suing or otherwise claiming against the Association, its members, officers, volunteers, traffic control, marshals, directors, employees, sponsors, independent contractors and agents for any loss or damage connected with any property loss or personal injury I may sustain while participating in or preparing for any of the above mentioned cycling activities whether or not such loss or injury is caused solely or partly by the NEGLIGENCE of the Association or any of its members, officers, volunteers, traffic control, marshals, directors, employees, sponsors, independent contractors and agents;
- h) That I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing the RELEASE, WAIVER, AND ASSUMPTION OF RISK;
- i) That I understand clearly that the Association would not permit me to participate in any such cycling activities unless I signed this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement, that this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement applies to all the aforesaid cycling activities whether occurring in the near or distant future, and that the terms of this Agreement need not be brought to my attention each time I participate in a cycling activity in order to be effective;
- j) That the term cycling activity as used in this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement includes without limiting the generality of that term, activities, as well as Association rides, races, clinics, programs, and all other events that are in any way authorized, sanctioned, organized or operated by the Association;
- k) That this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement is binding on myself, my heirs, my executors, administrators, personal representatives, and assigns;
- l) I recognize that this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement may be in addition to any other release I must sign as a condition of membership in the Association and participation in its activities and acknowledge that I am bound by the terms and conditions of both waivers.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 2018

Witness Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

**PARENTAL CONSENT FOR MINOR PARTICIPANT**

I have read and understood the above waiver, release and indemnity, and have discussed the same with the minor person signing above. I am satisfied the said minor understands the waiver and release and his/her obligations as set out. In consideration of the participant of my minor child/ward i too agree to waive, release, and indemnify the Association and Releases in the terms set out above. I am absolutely aware that by signing this agreement i am waiving substantial legal rights, which my minor child/ward and I, our respective heirs, executors, administrators and next of kin may have against the said Association and Releases.

**IMPORTANT NOTICE**

It is the sole responsibility of the riders, and parents/legal guardians of riders, where applicable, to determine for themselves whether or not they have the riding skills/experience to participate in any of the events referred to in this document.

**Parent/ Legal Guardian Signature (if under 19 years of age):**

Parent/ Guardian Name (Print): \_\_\_\_\_

Parent/ Guardian Signature: \_\_\_\_\_

Witness Name (Print): \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Date as to both signatures: \_\_\_\_\_