

**Inside Ride Charity Event**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (the 'Agreement')**

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

**PLEASE READ CAREFULLY**

**TO:** Coast to Coast Against Cancer Foundation, and their respective members, directors, officers, employees, sponsors, representatives, agents, volunteers, affiliated clubs, beneficiaries, successors and assigns (herein called the "Organizers").

**Assumption of Risks**

In regard to my preparation for and participation in the Inside Ride Charity Event, I am aware:

- a) that cycling and the participation in a cycling event such as the Inside Ride Charity Event exposes participants to many risks and hazards, some of which are inherent in the very nature of the training required, the event and the sport itself, others which result from human error and negligence on the part of the persons involved in preparing, organizing, staging and participating in such cycling programs, races and other 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 the possibility of personal injury, death, property damage or loss, resulting therefrom and that, accordingly, my preparation for and participation in the aforesaid cycling event and activities shall be entirely at my own risk;
- e) that I understand that the Organizers assume no responsibility whatsoever for my safety during the course of my preparation for or participation in the aforesaid cycling event and activities;
- f) that I understand clearly that by signing this Agreement, I will be forever prevented from suing or otherwise claiming against the Organizers for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for the Inside Ride Charity Event, whether or not such loss or injury is caused solely or partly by the negligence of the Organizers; and
- g) that I agree that my name, likeness, voice, photograph and/or video coverage from the Inside Ride Charity Event can be used without my consent, in any capacity that the Organizers deem appropriate, including, without limitation, in any broadcast, telecast, print coverage or advertising promotion, whether in connection with the the Inside Ride Charity Event or future events, and I hereby release the Organizers from any and all claims arising from such use.

**Release of Liability, Waiver of Claims and Indemnity**

I hereby acknowledge and agree in consideration of being permitted to participate in the Inside Ride Charity Event organized, operated or sanctioned by the Organizers, as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I may have or may in the future have against the Organizers.
2. TO RELEASE THE ORGANIZERS from any and all liability for any and all personal injuries, loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from or arising out of my preparation for and participation in the Inside Ride Charity Event DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE (WHETHER SIMPLE OR GROSS), BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE ORGANIZERS, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE ORGANIZERS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF CYCLING REFERRED TO ABOVE.

**Please initial \_\_\_\_\_**

3. TO HOLD HARMLESS AND INDEMNIFY THE ORGANIZERS from any and all liability for any damage to property or of personal injury to any third party, resulting from or arising out of my preparation for or participation in the Inside Ride Charity Event.
4. 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.
5. 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 Ontario and no other jurisdiction.
6. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Organizers with the respect to the safety of cycling and the preparation for and the participation in a cycling event such as the Inside Ride Charity Event, other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT 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 ORGANIZERS. I AM ALSO AWARE THAT I HAVE BEEN GIVEN THE OPPORTUNITY AND HAVE BEEN ENCOURAGED TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS AGREEMENT.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

Participant Signature: \_\_\_\_\_  
Participant Name: \_\_\_\_\_

(I am 18 years old or older: if not, a parent or legal guardian must also sign below)  
Parent or legal guardian signature: \_\_\_\_\_  
Relationship: Parent \_\_\_ Legal Guardian \_\_\_ (please check one)

**This Agreement must be complete in full, dated, signed, initialed (paragraphs 1 and 2) and witnessed before being allowed to participate in the Inside Ride Charity Event.**