

# 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

I have been offered a copy of this Release Agreement and I have been advised to read it carefully.

Initial - Participant  
Or Parent/Guardian if  
Participant is under 19

**TO: Cycleventures (a division of Big Mountain Bike Adventures Ltd.)** and its directors, officers, employees, agents, independent contractors, subcontractors, guides, representatives, successors, assigns, volunteers, sponsors, promoters, and advertisers (all of whom are hereafter collectively referred to as "**THE RELEASEES**").

## DEFINITIONS

In this Release Agreement, the terms "cycling" and "cycling trip" shall refer to all activities, events, services, or use of facilities provided, arranged, organized or conducted by the Releasees, including, but not limited to the following: cycling, hiking, motor vehicle, train and boat transfers, use of roads, and other such activities, events and services in any way connected with or related to those activities.

## MISCELLANEOUS MATTERS:

1. I acknowledge that I have been advised to wear an approved helmet while cycling. I agree and acknowledge that it is my responsibility to ensure that my equipment is in good and safe working order. I agree to follow all other written and verbal trip safety rules presented to me by Cycleventures (a division of Big Mountain Bike Adventures Ltd.).
2. I acknowledge that Cycleventures (a division of Big Mountain Bike Adventures Ltd.) reserves the right to make route, hotel and trip modifications as necessary or advisable to improve the trip quality and/or to accommodate the comfort and well-being of guests.
3. I acknowledge that Cycleventures (a division of Big Mountain Bike Adventures Ltd.) reserves the right to decline accepting or retaining any trip participant whose health or actions in Cycleventures' (a division of Big Mountain Bike Adventures Ltd.) sole judgment impedes the operation of a trip or the welfare or enjoyment of fellow participants.
4. I understand the nature of the cycling trip and represent that I am qualified to participate in such activity. I further acknowledge and accept that it is my responsibility to consult with my own personal physician about my physical health, fitness, and ability to participate in the cycling trip and will do so before participating in the trip.
5. I acknowledge that I have been advised to obtain medical, travel and trip cancellation insurance.

## STOP – READ THIS

### CYCLISTS RESPONSIBILITY CODE

1. **Stay in control at all times. It is your responsibility to avoid other persons, objects and traffic around you.**
2. **You must stay on the designated side of the road and avoid traffic.**
3. **You must know local traffic regulations and road signs to further ensure safe cycling.**
4. **You must try to stay hydrated and fueled and tell the guides if you are not feeling well.**
5. **Know when to disembark your bike if the road is too rough, traffic is too congested or road signs too complicated.**

### CYCLISTS CHECKLIST

1. **Ensure that your helmet is in good shape and properly fitted.**
2. **Inspect bike frame and forks for cracks, damaged or dented areas.**
3. **Ensure you have sufficient brake pad to stop your bike while descending.**
4. **Front and rear axles (quick-release skewers) should be tight.**
5. **Headset and stem must be secure with no looseness or play.**
6. **Check that your tires are in good condition with no tears or cuts in the sidewall.**

## ASSUMPTION OF RISKS

I FULLY UNDERSTAND that: (a) cycling is an inherently dangerous sport in which I participate at my own risk; (b) the cycling trip involves risks and dangers of property damage, illness, serious bodily injury, including permanent disability, paralysis, and death, (c) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the trip, the **NEGLIGENCE ON THE PART OF CYCLEVENTURES (a division of BIG MOUNTAIN BIKE ADVENTURES LTD.) OR THEIR STAFF INCLUDING THE FAILURE ON THE PART OF CYCLEVENTURES (a division of BIG MOUNTAIN BIKE ADVENTURES LTD.) OR THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE CYCLING TRIP**, or the condition in which the trip takes place. I am aware that Cycleventures (a division of Big Mountain Bike Adventures Ltd.) cycling trips may take place in regions and countries where the medical facilities, supplies and services may not be easily accessible or adequate and where safety and other standards, facilities, and infrastructure are basic and/or inferior.

The risks associated with the cycling and the cycling trips include, by way of example and not limitation, the following: collisions with other cyclists, pedestrians, vehicles, fixed or moving objects; falls; loss of balance, difficulty or inability to control one's speed and direction, becoming lost or separated from the guides or other participants; equipment failures and malfunctions; failure to negotiate obstacles and hazards, both marked and unmarked, including railway tracks, ruts, holes, potholes, rocks, stones, sand, gravel, mud, water, oil and/or other objects on the ground or in the roadway; variations or steepness in terrain; varying visibility; fatigue; exhaustion; dehydration; heatstroke; hypothermia; high elevation; changing weather conditions, encounters with wild or other animals; risks associated with impure water and/or food; civil unrest, terrorism, criminal activity; stolen, lost, damaged or misplaced luggage or property. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in property damage, illness injury, or death.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE CYCLING TRIP AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THERE FROM.

Initial - Participant  
Or Parent/Guardian if  
Participant is under 19

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of my participation in the Cycleventures (a division of Big Mountain Bike Adventures Ltd.) cycling trip and my use of services, equipment and facilities with Cycleventures (a division of Big Mountain Bike Adventures Ltd.), 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, that I may suffer or that my next of kin may suffer, as a result of my participation in the cycling trip, 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 OCCUPIERSLIABILITY ACT, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF CYCLING REFERRED TO ABOVE.

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, loss or personal injury to any third party, resulting from my participation in the cycling trip.
- 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 Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction.
- 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 the Province of British Columbia.
- 6. I hereby unconditionally and irrevocably consent, authorize and grant Cycleventures (a division of Big Mountain Bike Adventures Ltd.) the all necessary authority, right and license and permission to use photographs, audio or video recordings, or other forms of recordings that capture my image, likeness, or voice (or all of these) (collectively hereinafter referred to as "Images"), in which I may be included in whole or in part, in any manner or media, including print, broadcast, internet media, direct marketing channels, downloadable content and applications, and all other technologies now known or hereafter developed. The Images may be used or exploited for any commercial or non commercial purpose whatsoever, and may be altered, modified, changed, combined or incorporated into other works. I hereby relinquish any rights I may have in the Images (including privacy, personality and publicity rights). No fees or other compensation whatsoever will be provided to me for or in connection with the use of the Images. I hereby release Cycleventures (a division of Big Mountain Bike Adventures Ltd.) their respective licensees, assigns, representatives and agents from any and all claims which I may now or in the future have relating to the ownership, reproductions, display, distribution or other use of the Images.

Initial - Participant  
Or Parent/Guardian if  
Participant is under 19

In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees about the cycling trip other than what is set forth in this Agreement.

I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

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 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 of Participant
Please print name clearly

Signature of Parent or Guardian if Participant under 19
Please print name clearly

Date

Signature of Witness
Please print name clearly