

Release of Liability Waiver

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ATTENTION: ALL NEW/RENEWED MEMBERS

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

PLEASE READ CAREFULLY!

Name: _____
FIRST & LAST BUSINESS NAME

Address: _____
STREET CITY PROVINCE POSTAL CODE

Contact: _____
PHONE CELL EMAIL

TO: Windermere Valley Dirt Riders and its (their) directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred to as "the Releasees")

DEFINITION

In this Release Agreement: the term "Off Road Riding" shall include all activities, services and use of facilities either provided by or arranged by the Releasees, including, but not limited to: riding the motocross track, riding the endurocross track, riding the trails, riding in parking area, riding on nearby skid trails, orientation and instruction sessions; all travel either within, on, or beyond the designated boundaries, paved roads, and logging roads.

ASSUMPTION OF RISKS

I am aware that Off Road Riding involves many inherent risks, dangers and hazards, including but not limited to: jumps, turns, drop offs, high speeds, branches, logs, exposed rock, earth, or other natural objects; trees, tree stumps, forest deadfall; holes and depressions on or beneath the trail or surface; variable and difficult weather conditions, including puddles and slippery surfaces; changes or variations in the terrain which may create blind spots or areas of reduced visibility; streams and creeks; cliffs; travel on back-country roads; road-banks and cut-banks; impact or collision with other dirt or mountain bikes and vehicles, becoming lost or separated from the guides or other participants; mechanical failure of off road motorcycles, and related equipment; extreme and rapidly changing weather conditions; encounter with wildlife including bears; the failure to operate a motorcycle safely or within one's own ability; stray bullets from nearby rifle range; negligence of other off road riders and other persons; viewing platform; AND NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH OFF ROAD RIDING AND I FREELY ACCEPT AND FULLY ASSUME ALL 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 my participation in off road riding and permitting my membership in the Association 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 off road riding, 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, 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 PARTICIPATING IN OFF ROAD RIDING REFERRED TO ABOVE;

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 off road riding;

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 where the off road riding takes place and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the off road riding takes place and shall be within the exclusive jurisdiction of the Courts of that province. 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 off road riding, 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 I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

WITNESS _____
NAME SIGNATURE SIGNED ON YY/MM/DD

PARTICIPANT _____
NAME SIGNATURE SIGNATURE OF GUARDIAN (IF APPLICANT IS UNDER 19YRS)