

Durham Forest MTB Series Waiver 2019

Name: _____ Street _____.

City: _____ Province: _____ Postal Code _____.

Waiver of Claims, Release of Liability Indemnity Agreement and Assumption of Risks

Please read carefully: by signing this document you will waive certain legal right including the right to sue. In Consideration and as a condition of the Lake Simcoe Region Conservation Authority and Bikenxs Inc. permitting my participation in the Durham Forest Race Series (Thursdays from April 18th to Sept. 5th) in the Durham Forest, Woodnewton Private property and Skytop Private Property, I hereby agree as follows:

1. **To waive any any and all claims** that I have or may have in the future against the Lake Simcoe Region Conservation Authority and Bikenxs, its directors, officers, employees, agents and representatives (hereinafter referred to as the "releasees") from any cause whatsoever, INCLUDING all claims for negligence, breach of contract, breach of statutory duty of care and/or the breach of the Occupiers Liability Act. R.S.O. 1990, c.0.2 of the Releasees, the use of the faciltites and mountain biking;
2. **To release the Releasees** from any and all liability for any loss, damage, injury or expense I may suffer or that my next of kin may suffer as a result of my participation in the Durham Forest Race Series, including mountain biking, due to any cause whatsoever, including all claims for negligence, breach of contract, breach of statutory duty of care and/or the breach of the Occupiers Liability Act. R.S.O. 1990, c.0.2 of the Releasees;
3. **To hold harmless and indemnify the Releasees** from any and all liability for any property damage to any third party resulting from my participation in this mountain biking event;
4. Where this waiver of claims, release of liability, indemnity agreement and assumption of risks is executed by a parent or guardian on behalf of an infant or person under a disability, the said parent or guardian hereby agrees to hold harmless and indemnify the Releasees from any and all liability in connection with any liability for any loss, damage, injury, expense that the said infant or person under a disability may suffer as a result of the participation in this bike event due to any cause whatsoever, INCLUDING all claims for negligence, breach of contract, breach of statutory duty of care and/or breach of the Occupiers Liability Act R.S.O. 1990, c.0.2. of the Releasees;
5. **I understand that** mountain biking is a dangerous sport and I (or the infant or person under a disability) has prepared adequately for such. I further understand that there is no obligation to participate in mountain biking. I understand that mountain biking intrinsically involves a risk of physical injury greater that that encountered in daily life. By taking part or participating in mountain biking, I understand that I am doing so at my own risk;
6. **I agree to assume** all risks of personal injury, death, or property loss resulting from any cause whatsoever INCLUDING but not limited to the inherent risk of mountain bike racing, collision with natural and man made objects, other forest users, other event participants, camp and trails for any negligence, breech of contract, breach of statutory duty of care and/or breach of the Occupiers Liability Act, R.S.O 1990 c.0.2 of the Releasees;
7. **This agreement shall be effective and binding** upon my heirs, next of kin, executors, administrators and assigns in the event of my death (or the heirs, next of kin, executors, administrators and assigns of an infant or person under a disability in the event of their death).
8. **This agreement is binding** for the entire duration of the mountain biking series at Durham Forest, Skytop Private Property and Woodnewton Private Property from April 18th to Sept. 5th inclusive.
9. **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 and assigns may have against the Releasees.**

Dated this _____ Day of _____ 2019.

Witness

Participant

Print Name

if participant is under 18, parent or guardian