



## Release / Waiver of Liability and Assumption of Risk Agreement

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### HEREAFTER REFERRED TO AS THE “EVENT”:

I, \_\_\_\_\_, hereby acknowledge and agree that in consideration of being permitted to participate in the above-described bike ride organized, staged and/or operated by **HUB Cycling** (formerly the *Vancouver Area Cycling Coalition*):

I do hereby release *HUB Cycling* and its directors, officers, employees, sponsors, independent contractors, members and agents from all liability, and do hereby waive as against *HUB Cycling* and its directors, officers, employees, sponsors, independent contractors, members and agents all recourses, proceedings, claims, and causes of action of any kind whatsoever, in respect of any and all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in the Event notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of *HUB Cycling*, or any of their directors, officers, employees, sponsors, independent contractors, members or agents.

And, I hereby acknowledge and agree that:

- although *HUB Cycling*'s instructors are trained cycling and bicycle repair educators and *HUB Cycling* has an excellent safety record, participation in a bicycling activity, including the Event, may be dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of cycling itself, others which result from human error and negligence on the part of the persons involved in organizing, staging and/or operating or participating in a bicycling activity including the Event;
- 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;
- some of the aforesaid risks and hazards are foreseeable, but others are not;
- I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and that, accordingly, my preparation for, and participation in a bicycling activity, including the Event, shall be entirely at my own risk;
- I understand that neither *HUB Cycling* nor any of its directors, officers, employees, sponsors, independent contractors, members or agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in a HUB bicycling activity, including the Event;
- I have carefully read this RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT, I fully understand same, and acknowledge that I am freely and voluntarily executing this Agreement;

- I clearly understand that by signing this document I will be forever prevented from suing or otherwise claiming against HUB, its directors, officers, employees, sponsors, independent contractors, members and agents for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for a *HUB Cycling* bicycling activity, including the Event, whether or not such loss or injury is caused solely or partly by the negligence of *HUB Cycling* or any of its directors, officers, employees, sponsors, independent contractors, members and agents;
- I have been given the opportunity and have been encouraged to seek legal advice prior to signing this Agreement;
- I clearly understand that *HUB Cycling* would not permit me to participate in a bicycling activity sponsored by *HUB Cycling*, including the Event, unless I signed this RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT, that this RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT applies to participation in a bicycling activity course whether occurring in the near or distant future, and that the terms of this Agreement have been explained to me by *HUB Cycling* or one or more of their representatives;
- this RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT is binding on myself, my heirs, my executors, administrators, personal representatives and assigns;
- this Agreement may be in addition to other agreements I must sign as a condition of participation in a *HUB Cycling* bicycling activity or the Event and that I am bound by the terms and conditions of all agreements; and
- I agree that I am physically capable of participating in a bicycling activity including the Event, and that I have no pre-existing conditions that would hinder my ability to participate in a bicycling activity including the Event.

\_\_\_\_\_  
Participant Signature (or Guardian  
if participant is under 14 years of age)

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

\_\_\_\_\_  
Participant Name (Print)

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

\_\_\_\_\_  
Legal Guardian Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Interpreter Name (if applicable)