

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter referred to as the “Release Agreement”)

Initial

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

TO: **Big Mountain Bike Adventures Ltd. (“Big Mountain”)**, and its directors, officers, employees, guides, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (collectively referred to as the “**Releasees**” and individually as a “**Releasee**”)

First Name	Last Name	Birthday (M/D/Y)	Phone Number
Address		City	Prov/State Code/Zip

In this Agreement the term “Activities” shall include but is not limited to road cycling and mountain biking and electric-assist mountain biking (“cycling”) clinics, sessions, guided mountain or road cycling tours, instructional skill lessons, group rides, hiking, swimming, paddling, consumption of food and beverages, transportation to, from and during the activities and other such activities and services provided by or for Big Mountain Bike Adventures Ltd. in connection with such activities.

ACKNOWLEDGEMENT – HEALTH AND SAFETY

I declare myself to be physically sound and suffering from no condition, impairment, disease or other illness that would impact my participation in the Activities, and I assume all responsibility for my participation. I acknowledge that I am required to wear an approved helmet, eye protection and appropriate pads while cycling, and that if I am renting a bicycle or bringing my own bicycle, that I am responsible to ensure it is appropriate for the Activities, well-maintained and in safe and working condition. I am responsible to inspect my bicycle daily to ensure that it is safe to ride. I am aware that the use of the bicycle is subject to any applicable traffic and/or cycling regulations and agree to inform myself of and adhere to those regulations. I am familiar with the proper use of the bicycle, including all quick release mechanisms, brakes and shifters. I am aware that there are technicians, guides or instructors available to answer any questions that I may have as to the proper use of the bicycle. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue for any reason. I understand that **the sole responsibility for my personal safety remains with me**, including my physical and emotional preparation and fitness and bicycle safety to participate in the Activities.

ASSUMPTION OF RISKS

I am aware that the Activities involve many risks, dangers and hazards and that injuries are a common and ordinary occurrence. These risks, dangers and hazards include, but are not limited to: mechanical failure of the equipment; damage to personal property while participating in the Activities; transportation to, from and during the activities, which may

include using motor vehicles, ski lifts, helicopters, float planes, boats and other forms of transport; changing weather conditions; exposed rock, earth, and other natural objects both marked and unmarked; trees, roots, logs, holes, gravel, mud, tree stumps, branches and forest deadfall on or adjacent to the terrain; collision or encounters with other cyclists, wildlife, pedestrians, constructed features including stunts, jumps, drops, gaps, obstacles, bridges, trail making equipment, vehicles, equipment or structures, fences or posts; loss of balance or control; falls; changes or variations in the cycling surface or sub-surface; blind spots or areas of reduced visibility; streams, creeks and holes in the cycling or hiking surface; cliffs, road-banks or cut banks, variation or steepness in terrain, difficulty or inability to control ones speed or direction; slippery terrain; rapid or uncontrolled acceleration on hills and inclines; fatigue, exhaustion, hypothermia, high elevation and other health risks; becoming lost or separated from the guides or instructors or other participants; failure to cycle safely or within one’s own ability or within designated areas; infectious disease contracted through viruses, bacteria, parasites and fungus which may be transmitted through direct or indirect contact; negligence of other cyclists or participants, risks inherent in swimming including drowning; allergy or adverse reactions to provided food or beverage; and **NEGLIGENCE ON THE PART OF ANY OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.** I understand the description of these risks is not complete and that unknown or unanticipated risks my result in property damage, illness, serious injury or death. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Big Mountain Bike Adventures Ltd. and the Releasees allowing me to participate in the Activities and permitting my use of any bike park, lifts, runs, trails, skills parks, restaurants, day lodges, parking, access roads and other facilities used in connection with the Activities (the “Facilities”), 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 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 CYCLING REFERRED TO ABOVE.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage to property of or personal injury to any third party, resulting from my participation in the Activities or my use of the Facilities;
3. In the event of an accident or injury, I authorize the Big Mountain Bike Adventures Ltd. and their authorized third parties to obtain medical assistance deemed necessary in their discretion. I further assume responsibility to pay for any and all medical and emergency expenses, including transport, in the event of an accident or injury during the Activities, regardless of whether I have subsequently authorized such expenses.
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 Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction. 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 grant permission to Big Mountain Bike Adventures Ltd. and their authorized third parties to use any photographs, video, recording or other record of Activities in which I am included for any lawful purpose; and
7. This release and waiver is intended to be as broad and inclusive as permitted by the laws of the Province of British Columbia and that if any portion hereof is invalid, it is agreed that the balance shall notwithstanding, continue in full force and effect.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by any of the Releasees with respect to the safety of the Activities other than what is set forth in this Agreement. **I HAVE READ AND UNDERSTAND THIS RELEASE 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, AND REPRESENTATIVES MAY HAVE AGAINST ANY OF THE RELEASEES.**

Signature of Participant or Parent/Guardian if Participant is under 19

Print name clearly

Date

Signature of Witness

Print name clearly

This agreement must be completed in full, signed, dated, and witnessed prior to participation.