

Special Event Waiver, Release and Assumption of Risk Agreement

(FOR ADULTS OVER THE AGE OF MAJORITY, I.E. OVER 18 YEARS OLD)

By signing this document you will waive certain legal rights, including the right to sue, in circumstances outlined in this Agreement.

Please read carefully.

1. This is a binding legal agreement; therefore, clarify any questions or concerns **before** signing. As a participant in the special event

the undersigned, being the Participant acknowledges and agrees to the following terms.

2. The Corporation of the County of Grey (the "County") and the Special Event Organizer will not be responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a participant during, or as a result of, the special event and any program, activity or event of the County, caused by the risks, dangers and hazards associated with the special event, and the programs, activities and events of the County, or caused in any manner by the County, including without limiting the foregoing, by the negligence of the County and/or the Special Event Organizer.
3. I am participating voluntarily in the special event. In consideration of my participation in the special event, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related participating in the special event being held on the County property and that I may be exposed to such risks, dangers and hazards. The risks, dangers and hazards may include, but may not limited to, injuries from:
 - a. Executing strenuous and demanding physical techniques in exerting and stretching various muscle groups;
 - b. Vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts;
 - c. Mounting, dismounting or falling off a bicycle;
 - d. Falling, tumbling or hitting any ground, surface, concrete, road, track or other surfaces;
 - e. Physical contact with other participants (including those engaged in the programs, activities and events support);
 - f. Failure to properly use any equipment, the mechanical failure of any piece of equipment or inadequate safety equipment, improper maintenance or adjustment of equipment;
 - g. Contact, collisions or being struck by other participants, pedestrians, fixed objects, spectators, equipment or vehicles;
 - h. Road conditions, terrains and vehicular traffic while cycling or completing other such activities;
 - i. Failure to stay within the designated course area;
 - j. Extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke or hypothermia;
 - k. Travel to and from the special event;
 - l. Training for the special event.
4. Furthermore, I am aware that:
 - a. Injuries sustained can be severe;
 - b. I may experience anxiety while challenging myself during the special event;
 - c. My risk of injury is reduced if I follow all rules established for participation;
 - d. My risk of injury increases as I become fatigued.

5. In consideration of the Special Event Organizer allowing me to participate, I agree:
- a. That my physical condition has been verified by a medical doctor to participate in the special event and in the activities, events and programs of the Special Event Organizer;
 - b. That the rules of participation must be followed and that the sole responsibility for my safety remains with me, including physical and emotional preparation and fitness;
 - c. To discontinue participation if I sense or observe any unusual hazard or unsafe condition; or feel unable or unfit to safely continue;
 - d. To assume all risks arising out of, associated with or related to my participation;
 - e. To waive any and all claims that I may have now or in the future against the County and/or Special Event Organizer;
 - f. To freely accept and fully assume all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the County or the Special Event Organizer;
 - g. To forever release, indemnify and hold harmless the County and/or the Special Event Organizer from any and against all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, expenses and costs (including legal fees) (collectively, the "Claims") which I may have or may in the future, that might arise out of, result from, or relate to my participation in the special event, my presence at any venue, the events, activities or programs of the County or the Special Event Organizer and/or my traveling to or from the events, activities or programs of the Organization, or training for the special event, even though such claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any duty of care of the County or the Special Event Organizer.
 - h. That this release may be relied on by the County and/or Special Event Organizer as an absolute bar to any claim by the participant against the County and/or Special Event Organizer relating to the special event.
6. I acknowledge that I have read this agreement and understand it, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

By signing below, you agree to be bound by this Agreement.

Name of Participant (Print and sign)

Date

Date of Birth

Special Event Waiver, Release and Assumption of Risk Agreement

(FOR PARTICIPANTS UNDER 18 YEARS OF AGE)

By signing this document you will waive certain legal rights, including the right to sue in circumstances outlined in this Agreement.

Please read carefully.

1. This is a binding legal agreement; therefore clarify any questions or concerns **before** signing. As parent or guardian of a participant in the special event

the undersigned acknowledges and agrees to the following terms.
2. The Corporation of the County of Grey (the "County") and the Special Event Organizer will not be responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by the participant during, or as a result of, the special event and any program, activity or event of the County, caused by the risks, dangers and hazards associated with the special event, and the programs, activities and events of the County, or caused in any manner by the County, including without limiting the foregoing, by the negligence of the County.
3. The participant is participating voluntarily in the special event. In consideration of the participation of the participant in the special event, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related participating in the special event being held on the County property and that the participant may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:
 - a. Executing strenuous and demanding physical techniques in exerting and stretching various muscle groups;
 - b. Vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts;
 - c. Mounting, dismounting or falling off a bicycle;
 - d. Falling, tumbling or hitting any ground, surface, concrete, road, track or other surfaces;
 - e. Physical contact with other participants (including those engaged in the programs, activities and events support);
 - f. Failure to properly use any equipment, the mechanical failure of any piece of equipment or inadequate safety equipment, improper maintenance or adjustment of equipment;
 - g. Contact, collisions or being struck by other participants, pedestrians, fixed objects, spectators, equipment or vehicles;
 - h. Road conditions, terrains and vehicular traffic while cycling;
 - i. Failure to stay within the designated course area;
 - j. Extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke or hypothermia;
 - k. Travel to and from events.
 - l. Training for the special event.
4. Furthermore, I am aware:
 - a. That injuries sustained can be severe;
 - b. That the participant may experience anxiety while challenging themselves during the special event;
 - c. That the risk of injury is reduced if the participant follows all rules established for participation;
 - d. That risk of injury increases as the participant becomes fatigued.
5. In consideration of the Special Event Organizer allowing me to participate, I agree:

- a. That the physical condition of the participant has been verified by a medical doctor to participate in the special event and in the activities, events and programs of the Special Event Organizer;
- b. That the rules of participation must be followed and that the sole responsibility for the safety of the participant remains with me, including physical and emotional preparation and fitness;
- c. To discontinue participation of the participant if I observe any unusual hazard or unsafe condition; or feel that the participant is unable or unfit to safely continue;
- d. To assume all risks arising out of, associated with or related to the participation of the participant;
- e. To waive any and all claims that I or the participant may have now or in the future against the County or Special Event Organizer;
- f. To freely accept and fully assume all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the participation of the participant in the activities, events and programs of the County or the Special Event Organizer;
- g. To forever release, indemnify and hold harmless the County and/or the Special Event Organizer from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I or the participant may have or may in the future, that might arise out of, result from, or relate to the participation of the participant in the special event, the presence of myself and the participant at any venue, the events, activities or programs of, the County or the Special Event Organizer and/or traveling to or from the events, activities or programs of the Organization, even though such claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any duty of care of the County or the Special Event Organizer.
- h. That this release may be relied on by the County and/or Special Event Organizer as an absolute bar to any claim by myself, or the participant, against the County and/or Special Event Organizer relating to the special event.

6. I (parent/guardian) acknowledge that I have read, understand this agreement and advised the participant of their obligations, I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, the participant, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

By signing below, you agree to be bound by this Agreement.

Name of Participant (Print)

Date of Birth

Name of Guardian (Print and sign)

Date