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MBM Camp Waiver

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter referred to as "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

Initial

Name	Last	First	Middle Initial	
Address	Street			
	City	Territory	Postal Code	
Birthdate	Year	Month	Day	Male / Female
Email			Phone Number	
Emergency Contact			Emergency Phone Number	

(the "Participant")

TO: Mountain Bike Madness Camp (doing business as MBM Camp) including respective directors, officers, representatives, employees, agents, independent contractors, sponsors, volunteers, successors and assigns (all of whom are hereinafter referred to as the "**Releasees**").

DEFINITIONS

In this Release Agreement the terms "**Activities**" and "**Programs**" shall be interchangeable and shall include, without limitation: all activities and events involving the Releasees or in any way related to bike training, competition, orientation, coaching or instruction.

ACKNOWLEDGEMENT – MOUNTAIN BIKING SAFETY

I acknowledge that at all times while mountain biking I am required and have been advised to wear a protective biking helmet that is certified for mountain biking.

ASSUMPTION OF RISKS

I FREELY ACCEPT AND AM FULLY AWARE of the dangers involved in the performance of the Activities and Programs, and the dangers inherent to cycling sports, including those caused by gravitational forces or otherwise. I understand and accept that by engaging in the Activities and Programs, my life and physical safety are endangered. **FURTHERMORE**, I understand and accept that the above mentioned dangers exist within the Activities and Program areas, and may include environmental conditions, technical equipment and atmospheric influences, or natural or manmade obstacles. I am aware that certain movements or actions cannot always be anticipated or controlled and therefore cannot be avoided or prevented through safety measures. I am aware of the physical exertion required to participate in the Activities and Programs, and I am aware that this exertion may activate, re-activate or aggravate pre-existing injuries, conditions, symptoms or congenital defects.

I ACKNOWLEDGE that it is my sole responsibility to assess whether any Activities or Programs are too difficult for me. By commencing an Activity or Program, I acknowledge and accept the suitability and conditions of the Activity or Program. I also agree that I am responsible for the choice of my equipment and for the selection of my line through man made and natural obstacles.

FURTHERMORE, I am aware that mountain biking and participation in the Activities and Programs involves many inherent risks, dangers and hazards including, but not limited to: biking; changing weather conditions; exposed rock, earth, water, or other natural objects; trees, tree stumps, forest dead fall; changes or variations in the terrain used for mountain biking, including the Activities and Programs, which may create blind spots or areas of reduced visibility; changes or variations on bike trails surface or subsurface, including changes due to man-made or natural obstacles; variable and weather conditions; streams;; cliffs; crevasses; road banks or cut-banks; impact or collision with other participants, shovels, rakes, vehicles, or equipment used in connection with mountain bike camp and Activities and Programs of the Releasees; impact or collision with other persons, including other mountain bikers, pedestrians, spectators, participants, instructors, coaches; the failure to act safely or within one's own ability or within designated areas; negligence of other persons, including other bikers, spectators, participants, course officials; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATION IN THE ACTIVITIES AND PROGRAMS**. I am also aware that the risks, dangers and hazards referred to above exist throughout the area used for mountain biking and the Activities and Programs of the Releasees, and that many are unmarked. I **FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND PROGRAMS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM**.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the granting of my membership in any or all of the Releasees' organizations, and in consideration of permitting me to participate in the Activities and Programs, **I HEREBY AGREE AS FOLLOWS:**

1. WAIVER

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 presence at or participation in the Activities and Programs **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 ANY APPLICABLE OCCUPIERS LIABILITY LEGISLATION ON THE PART OF THE RELEASEES**. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF RELEASEES TO TAKE REASONABLE STEPS TO SAFEGAURD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND PROGRAMS;

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in the Activities or Programs. I understand that this means I will reimburse the Releasees if a claim is made against them in connection with my participation in the Activities or Programs;
- 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 and interpreted solely in accordance with the laws of the Northwest Territories and no other jurisdiction; and
- 5.** Any litigation involving the parties to this Release Agreement shall be brought solely within the Northwest Territories and shall be within the exclusive jurisdiction of the Courts of the Northwest Territories.

PERSONAL LIABILITY

- 6. I UNDERSTAND** that I may be found personally liable to third parties for damages arising from bodily injury or property damage they have suffered as a result of my participation in the Activities or Programs. I agree that the Releasees have no obligation or responsibility for my actions and no obligation to inspect my equipment. I agree that I will make myself familiar with the applicable Activities and Programs regulations before taking part in such Activities or Programs.

MEDICAL COVERAGE

- 7. I DECLARE** that I have current medical coverage. **I ACKNOWLEDGE AND AGREE** that it is my sole responsibility to satisfy myself of the sufficiency of my insurance and that the Releasees bear no responsibility in this regard.

RULES

- 8. I HEREBY AGREE TO ABIDE** by and conduct myself in accordance with all rules, regulations, by-laws and policies of the Releasees.

RELEASE OF MEDICAL INFORMATION

- 9. I HEREBY AUTHORIZE** all doctors, hospitals and medical personnel of any kind whatsoever who may attend to me in connection with the Activities or Programs to release to the Releasees any of my personal health or medical information, insofar as it relates to the issue of my ability or capacity to participate in any Activities or Programs.

PHOTOGRAPHIC MATERIAL

10. I HEREBY AUTHORIZE the Releasees to take my photograph, and to use any and all images of me, including video footage, taken at or in connection with the Activities or Programs. I consent to the use of all such images, photographs and video footage by the Releasees, whether in connection with the Activities or Programs or future similar events, without any compensation to me whatsoever. I HEREBY SURRENDER all rights to any photographs, images or video footage taken of me in connection with the Activities or Programs, which I acknowledge are the property of the Releasees alone.

I ACKNOWLEDGE AND AGREE THAT by entering into this Release Agreement I am not relying on any oral or written representations made by the Releasees with respect to the safety of the Activities or Programs other than what is set forth in this Release Agreement.

I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT AND I AGREE TO BE BOUND BY ITS TERMS. 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.

Signature of Adult Witness: _____	Signature of Participant: _____
Print Adult Witness Name Clearly: _____	Date: _____

NOTE: if the Participant is under 19 years of age, parent or guardian MUST sign below.

INDEMNITY AGREEMENT OF PARENT / GUARDIAN

I DECLARE THAT I am the parent or lawful guardian of the Participant and, as such, I AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to the Participant or any third party resulting from the Participant's participation in the Activities or Programs.

I AGREE AND ACKNOWLEDGE that in the event this Release Agreement is not enforceable against the Participant, I will indemnify the Releasees from and for any and all expenses, including but not limited to legal costs, disbursements and payments made pursuant to a settlement or judgment, incurred in connection with the Participant's participation in the Activities or Programs.

IN CONSIDERATION OF the Participant being accepted as a registered member of the Releasees and in consideration of the Participant being permitted to participate in the Activities and Programs of the Releasees, I, being a parent or lawful guardian of the Participant, **HEREBY CONSENT** to such participation by the Participant and acknowledge and agree to the terms hereof on my own behalf as well as that of the Participant to the extent permitted by law.

Signature of Adult Witness: _____	Signature of Parent or Guardian: _____
Print Witness Name Clearly: _____	Date: _____