

# RAD ADVENTURES

## RAD ADVENTURES WAIVER

**NOTE: YOU MUST FULLY READ, UNDERSTAND AND EXECUTE THE FOLLOWING WAIVER PRIOR TO REGISTERING.**

TO: Rad Adventures and 2786803 Ontario Inc. and its directors, owners, officers, employees, instructors, guides, coaches, agents, representatives, and any governing body or landowner responsible for overseeing any land upon which mountain biking takes place, including but not limited to private landowners, municipalities, Ontario Provincial Parks, Her Majesty the Queen, The Ministry of Natural Resources, conservation authorities and associations; independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as “the Releasees”)

DEFINITION: In this Release Agreement, the term “Mountain Biking” shall include but not be limited to all activities, events, or services provided, arranged, organized, conducted, sponsored, or authorized by the Releasees and shall include, but not be limited to EXPOSURE TO COVID-19 and any other virus or disease, mountain biking; mountain bike rental; instructional guidance, seminars, and sessions; swimming; paddleboarding; transport and accommodation; mountain bike trails, descents, transportation, tours, travel to and from mountain bike areas by ground transport, and other such activities, events, and services in any way connected with or related to mountain biking and mountain biking camps and programs and summer camps.

In the event that the participant(s) listed below is (are) under the age of 18, then the undersigned hereby claims as follows: 1) They are the legal guardian of the participant(s) and in the position to agree to this waiver on behalf of the participant(s). 2) They acknowledge that they are making the following statements and acknowledgments on behalf of the participant(s) listed on the form below.

### **STATEMENT OF PHYSICAL AND MENTAL FITNESS, INSURANCE, ACKNOWLEDGEMENT**

I am in sound physical and mental condition and am able to take part in the activities provided by the Releasees. I can make informed, objective decisions. I am completely and adequately covered by appropriate personal insurance coverage which may include health, life, loss of property, loss of income, and liability insurance and if I am not covered I will personally pay for all such costs which I may incur. I acknowledge that I must wear a helmet while Mountain Biking. I also recognize that the use of my bicycle is subject to all municipal, provincial, and federal laws. I am familiar with the proper use of the bicycle, including all quick-release mechanisms, brakes, and gear shifters and I certify that I have FULLY INSPECTED the mountain bike I will be using during my tour with the Releasees and that

I have deemed it to be fully mechanically and safety capabilities for the purposes of mountain biking and I take full responsibility for its working condition.

### **ASSUMPTION OF RISKS**

I am aware that I am voluntarily participating and that Mountain Biking involves many risks, dangers, and hazards. The risks, dangers and hazards, including but not limited to: loss of balance; difficulty or inability to control one's speed and direction; variation or steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; mechanical failure of equipment; variation or changes in the riding surface including rocks, gravel, cliffs, trees, roots, tree stumps, streams and creeks; changing weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the sites used for mountain biking; travel on highways and backcountry roads; encounters with domestic and wild animals including but not limited to dogs, bears, bats, porcupines, mosquitoes, and cougars; collision with pedestrians, motor vehicles, and cyclists; becoming lost or separated from ones party; drowning in waterways; getting hit by a tree or by lightning, negligence of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING. Communication in the remote terrain used for Mountain Biking is difficult and in the event of an accident, rescue and medical treatment will not be readily available.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH MOUNTAIN BIKING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM.

### **RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT**

In consideration of the RELEASEES agreeing to my participation in Mountain Biking and permitting my use of their services, equipment, and other facilities, and to be guided by the releasees, and permitting my use of mountain biking trails, parking, and other facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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, AND ANY PRIVATE LANDOWNERS ON WHICH MOUNTAIN BIKING OCCURS, ONTARIO PARKS, MUNICIPALITIES, THE MINISTRY OF NATURAL RESOURCES, HER MAJESTY THE QUEEN, KOLAPORE UPLANDS, AND ANY OTHER LAND MANAGEMENT BODY, OR TRAIL BUILDER OVERSEEING AN AREA WHERE THE RELEASEES PARTICIPATE IN MOUNTAIN BIKING 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 Mountain Biking, 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 PARTICIPATING IN MOUNTAIN BIKING REFERRED TO ABOVE;

2) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss, or personal injury to any third party resulting from my participation in Mountain Biking;

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 by and interpreted solely in accordance with the laws of the province where the Mountain Biking takes place and no other jurisdiction; and

5) Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the Mountain Biking takes place and shall be within the exclusive jurisdiction of the Courts of that province.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Mountain Biking, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND 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.