

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

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

PLEASE READ CAREFULLY!

Initial

Name	Last	First	Age (mm/dd/yy)
	Street		Telephone
Address	City	Prov./State	Postal/ZipCode

TO: COAST GRAVITY PARK LTD. and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees")

DEFINITIONS

In this Release Agreement, the term "mountain biking" shall include all activities, events, services or use of facilities provided, arranged organized or conducted by the Releasees at Coast Gravity Park including but not limited to: cycling; bike descents; mountain bike tours; use of the Park; bicycle skills training; use of trails and roads; guided mountain biking activities; races; competitions; demonstrations and events; orientation and instructional courses and sessions; and all other related activities, events or services.

SAFETY

I have been advised to wear a full-face helmet and other protective equipment such as elbow/forearm and knee/shin armour when mountain biking.

ASSUMPTION OF RISKS

Injuries are a common and expected part of mountain biking. Mountain biking at Coast Gravity Park takes place on steep and rugged terrain and on features that are both physically and technically challenging and which will expose the rider to many risks, dangers and hazards. These include but are not limited to: uphill transportation by motor vehicle; changing weather conditions; mechanical failure of equipment; slips, trips and falls; loss of balance; high speed descents; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration on hills and inclines; extreme variation in mountain biking terrain including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, streams and creeks; constructed feature such as bridges, ramps, ladders, bumps, berms, jumps, and drops; collisions with natural and constructed objects, other mountain bikers, vehicles, pedestrians, spectators and officials; encounters with domestic and wild animals including dogs, bears and cougars; negligent first aid, negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING.** Communication in the remote terrain is difficult and in the event of an accident, rescue and medical treatment may 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 at Coast Gravity Park and my use of services, equipment and 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 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 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, R.S.B.C. 1996, C. 336 ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF 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 of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Province of British Columbia.

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 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.

Signed this _____ day of _____, 20_____.

Witness
Print name of witness clearly

Signature of Rider
Signature of Guardian if Rider is under 19 years of age