



**MUNDA BIDDI TRAIL FOUNDATION INC. ("MBTF")
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")**

IN CONSIDERATION the MBTF considering my application to participate in or permitting me to participate in any way in MBTF sponsored Cycling Activities ("Activity") I, on behalf of myself, my legal personal representatives and assigns:

1. ACKNOWLEDGE that (a) the MBTF is a not for profit incorporated association which conducts the Activity using largely, if not completely volunteer (not professional) labour to conduct the Activity, (b) that the MBTF has some limited insurance cover and (c) that it is my responsibility to obtain appropriate insurance for my circumstances including without limitation, health insurance; life assurance; disability insurance; critical illness insurance, income protection insurance and business expense insurance;
2. ACKNOWLEDGE that I have sufficient bicycle riding experience on trails, I am in good health, and in proper physical and mental condition to participate in such Activity and that I have made full written disclosure to the Foundation of any medical condition I may have or medication that I may use, that may be relevant to the Activity;
3. ACKNOWLEDGE that the Activity will be conducted in a field environment that may be some distance from medical assistance, over public roads and trails, through bush where there are potential hazards including without limitation other participants on the Activity, uneven and changeable terrain, loose dirt and gravel, rocks, trees, tree stumps, branches, other users driving cars, motor bikes and other vehicles, hikers, the risk of wild or domestic animals, inclement and changeable weather and the risk of fire;
4. ACKNOWLEDGE that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity in the safest way possible only after first advising the MBTF and subject to the direction of the MBTF;
5. AGREE that I may in the discretion of the MBTF not be permitted to participate in or continue on the Activity, if the MBTF considers this appropriate for my safety or the safety of other persons;
6. ACKNOWLEDGE that any equipment and apparel provided by me for my own use or any other person's use is fit for the purpose of the Activity, such equipment and apparel including without limitation, bicycles, parts, helmets and other safety equipment;
7. FULLY UNDERSTAND that (a) CYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the field environment in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I incur as a result of my participation in the Activity;
8. RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Foundation, the MBTF, their respective administrators, contractors, directors, agents, officers, members, volunteers, and employees, other participants, sponsors, advertisers and, if applicable, owners, lessors or occupiers of land and premises on which the Activity takes place, (each considered one of the "RELEASEES") FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY ME, THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING WITHOUT LIMITATION NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, costs on a full indemnity basis, any judgment, loss, liability, damage, or cost which any RELEASEE may incur as the result of such claim; and
9. ACKNOWLEDGE that if I am signing for a participant who is a minor, I will make appropriate disclosures to MBTF in relation to such minor and I am binding that minor and his or her legal personal representatives and assigns to the terms of this Agreement.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE BY ANYONE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE OF THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT.

