

## RELEASE, WAIVER AND INDEMNITY AGREEMENT

**Note to Participant:** By signing this Release, Waiver and Indemnity Agreement (the “Agreement”), you will waive certain legal rights including the right to sue. Please read carefully before you sign this Agreement. You may not participate until you have signed and submitted this Agreement.

**TO:** Valley Works (the “Company”) and Haliburton Forest and Wild Life Reserve Limited (the “Reserve”)

**RE:** 8 Hours of Hurtin' in Haliburton, a gravel road cycling race taking place on property forming part of the Haliburton Forest and Wild Life Reserve located in Haliburton, Ontario (the “Event”)

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In consideration of my participation in the Event, and for other good and valuable consideration, I acknowledge and agree as follows:

1. I acknowledge and understand that the Event comprises an eight (8) hour, multi-participant cycling race along 27 kilometres of gravel roads located on grounds forming part of the Haliburton Forest and Wild Life Reserve and takes place on steep and rugged terrain, the features of which are physically and technically challenging.
2. I acknowledge and understand that, as a result of my participation in the Event, I will be engaging in activities that involve risk of damage to personal property or serious bodily injury, including **permanent disability and death**, and severe social and economic losses which might result not only from my own actions, inactions or negligence, but the actions, inactions or negligence of others, the condition of the premises, weather conditions, or the use of any equipment during my participation in the Event, and I further acknowledge that there may be other risks not known or not reasonably foreseeable as at the date of this signing this Agreement (collectively, the “Risks”). In this regard, I confirm that, prior to embarking on the Event, I have been advised by the Company as to the activities in which I will be involved as a participant in the Event.
3. I acknowledge and understand that the Risks associated with my participation in the Event include, but are not limited to, injuries resulting from the following:
  - (a) executing strenuous and demanding physical techniques in cycling and/or 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, gravel road, track or other surfaces;
  - (e) physical contact with others participating in, assisting with, and attending the Event;
  - (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 and terrains while cycling;
  - (i) failure to stay within the designated course area; and
  - (j) extreme weather and temperature conditions, including but not limited to, dehydration, heatstroke, sunstroke and hypothermia.
4. I affirm that I am familiar with the use and safe operation of the equipment I will be using during this Event.
5. I voluntarily assume all of the Risks and accept personal responsibility for any and all loss, damage, expense (medical or otherwise) or injury, **including death or permanent disability**, that I may suffer, or that my heirs or next of kin may suffer, as a result of my participation in the Event. I understand that the Risks simply cannot be eliminated without jeopardizing the essential qualities of the Event's activities.
6. **I release, waive, discharge and covenant not to sue** the Reserve and the Company, its partners, officers, directors, employees, agents and representatives of such firms or their respective affiliates (collectively, the “Releasees”) from any and all liability to me, my heirs and next of kin for any and all claims, demands, losses or damages on account of injury, including permanent disability, death or damage to property (collectively, “Claims”) caused or alleged to be caused in whole or in part by the Releasees' negligence, **including but not limited to the failure of any of the Releasees to safeguard or protect me from the Risks associated with my participation in the Event, breach of any duty of care, including any statutory duty, breach of contract, or any other act of the Releasees as a result of or in connection with, the Event.**
7. I agree to **hold harmless and to indemnify the Releasees from any and all Claims** of any third party resulting from my participation in the Event.
8. I acknowledge that I am entering into this Agreement voluntarily and that in entering into this Agreement, I am not relying on any oral or written representations made by the Releasees with respect to the safety of participating in the Event, other than what is set out in this Agreement.
9. I certify that I have adequate insurance to cover any injury or damage I may suffer or sustain while participating in the Event. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity and that I am in appropriate and proper physical condition to participate in the activities which are part of the Event.

- 10. I understand that the Company reserves the right to take photographic or film records of this Event, and agree that the Company may use any such photographic or film records for promotional and/or commercial purposes as well as approve such use by third parties with whom the Company may create a joint marketing effort.
- 11. This Agreement will be binding upon me and my heirs, next of kin, executors, administrators, assigns and representatives and will ensure to the benefit of The Company and the other Releasees and their respective heirs, next of kin, executors, administrators, representatives, assigns, affiliates and successors. The Company is receiving the benefit of this Agreement as agent and trustee on behalf of each of the other Releasees and may enforce this Agreement on behalf of those Releasees.
- 12. I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the Province of **Ontario**, and that if any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement will remain in full force and effect.
- 13. This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and I hereby submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.
- 14. I have had sufficient opportunity to read this entire document and to obtain independent legal advice in relation to its contents and effect. I have read and understood this Agreement, and I hereby agree to be bound by its terms.
- 15. I agree that any dispute under this Agreement will be arbitrated, and the arbitration of any dispute shall be held in Ontario, Canada, conducted under Ontario Laws and in the English language before a single arbitrator, under obligation of strict confidentiality.

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT BY SIGNING THIS 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.**

**I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_.

Participant (Print Name): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: ( ) \_\_\_\_\_ Cell No: ( ) \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Witness as to Signature of Participant

Date: \_\_\_\_\_

**Please check the appropriate boxes and initial that you have read the following questions:**

	Yes	No	Initials
1. Do you read and understand English?	<input type="checkbox"/>	<input type="checkbox"/>	
2. Do you understand the purpose of this waiver?	<input type="checkbox"/>	<input type="checkbox"/>	
3. This event has inherent risks. Do you understand these risks?	<input type="checkbox"/>	<input type="checkbox"/>	
4. Are you willing to assume these risks?	<input type="checkbox"/>	<input type="checkbox"/>	

**IF YOU HAVE CHECKED "NO" TO ANY OF THE ABOVE, PLEASE DISCUSS THIS WAIVER WITH THE PRIMARY EVENT ORGANIZER ADMINISTERING THE WAIVER.**

**PARENTAL CONSENT FOR MINOR PARTICIPANT and INDEMNITY AGREEMENT**

I have read and understood the above waiver, release and indemnity, and have discussed the same with the minor person signing above. I am satisfied the minor understands the waiver and release and his/her obligations as set out. In consideration of the participation of my minor child/ward I too agree to waive, release and indemnify the Releasees in the terms set out above.

**I am aware that by signing this agreement I am waiving certain legal rights**, which my minor child/ward and I, our respective heirs, executors, administrators and next of kin may have against the Releasees.

SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_