

CANADIAN CYCLING ASSOCIATION & ONTARIO CYCLING ASSOCIATION & ITS MEMBER CLUBS – ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK

(FOR THOSE UNDER THE AGE OF MAJORITY i.e. under 18 in Alberta, Manitoba, Ontario, P.E.I., Quebec, Saskatchewan and under 19 in other Provinces and Territories)

WARNING!

By signing this document you will waive certain legal rights, including the right to sue in circumstances outlined in this Document. Please read carefully.

Document

This is a binding legal document; therefore you should clarify any questions or concerns **before** signing. As a participant in the sport of cycling and/or the events, programs, races and activities (“**Activities**”) organized, operated conducted and/or sanctioned by the Canadian Cycling Association (operating as Cycling Canada) **and** the Alberta Bicycle Association (“**ABA**”) **and** its member clubs alone or with another organization (each an “**Organizer**”), you, the undersigned, the Participant **and** the undersigned Parent/Guardian of the Participant (each a “**Party**” and collectively the “**Parties**”) each acknowledge and agree to the following terms:

1. I acknowledge that the World Health Organization has classified the Coronavirus Disease (“**COVID-19**”) outbreak as a global pandemic and I am aware of the risks of COVID-19. I specifically acknowledge and agree that I am aware of the risks to personal health, including by the failure to follow physical distancing, flowing from COVID-19, and that I am assuming all health risks and adverse health related consequences (up to and including hospitalization or death) caused by or arising from engaging in any Activities (the “**Assumed COVID Risks**”).
2. I acknowledge that the Organizers are implementing ABA’s Return to Play Policy (the “**RTP Policy**”) the most recent version of which will be posted from time to time on ABA’s website I specifically acknowledge and agree that I am aware of the RTP Policy, that I will abide by the RTP Policy, and that the RTP Policy is subject to all federal, provincial, municipal and public health authority laws, regulations, by-laws and orders as they may exist from time to time.
3. I acknowledge and agree that I am participating voluntarily in the sport of cycling and the Activities. In consideration of participation in the sport of cycling and the Activities, each of the Parties hereby acknowledges that they are aware of the risks, dangers and hazards (including the Assumed COVID Risks) associated with or related to the sport of cycling and the Activities and that each of the Parties may be exposed to such risks, dangers and hazards including the Assumed COVID Risks. The risks, dangers and hazards include, but are not limited to, the Assumed COVID Risks as well as injuries or illness (up to and including death) from:
 - a) The sport of cycling, which can include, but is not limited to: Road, Track, Mountain Bike, BMX and Cyclocross;
 - b) Executing strenuous and demanding physical techniques in cycling and/or exerting and stretching various muscle groups;
 - c) Vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts;
 - d) Mounting, dismounting or falling off a bicycle;
 - e) Falling, tumbling or hitting any ground, surface, concrete, road, track or other surfaces;
 - f) Physical contact with other participants (including those engaged in the programs, activities and events support);
 - g) Failure to properly use any equipment, the mechanical failure of any piece of equipment or inadequate safety equipment, improper maintenance or adjustment of equipment;
 - h) Contact, collisions or being struck by other participants, pedestrians, fixed objects, spectators, equipment, wild or domestic animals, or vehicles;
 - i) Road conditions, terrains and vehicular traffic while cycling;
 - j) Failure to stay within the designated course area;
 - k) Extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke or hypothermia;
 - l) Spinal cord injuries which may render the Participant permanently paralyzed; and/or
 - m) Travel to and from events.
4. Furthermore, the Parties are aware:
 - a) That injuries or illness sustained can be severe;
 - b) That the Participant may experience anxiety while challenging himself or herself during the sport of cycling and the activities, events and programs;
 - c) That the Participant’s risk of injury is reduced if he or she follow all rules established for participation; and
 - d) That the Participant’s risk of injury increases as he or she becomes fatigued.
5. In consideration of the Organization allowing the Participant to participate, each of the Parties hereby releases each of the Organizers and their respective directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collectively the “**Releasees**”) from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, in respect of any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind which either or both of the Parties may suffer arising out of or connected with: (A) the Assumed COVID Risks; (B) the content or implementation of the RTP Policy (including without limitation the conduct of any screening of any individual); and (C) the preparation for, or participation in, the Activities, including without limitation: (i) during, or as a result of, the sport of cycling; (ii) caused by the risks, dangers and hazards associated with the sport of cycling (some, but not all, of which are listed in 4 and 5 above); (iii) caused in any manner by any of the Releasees, including without limiting the foregoing, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any duty of care of any of the Releasees.
6. In consideration of the Organization allowing the Participant to participate, the undersigned Parent/Guardian of the Participant also hereby indemnifies and holds harmless the Releasees from any and all damages or losses of any kind as a result of any and all claims, demands, causes of action of any kind whatsoever including those involving negligence or gross negligence on the part of any of the Releasees that may be made or initiated by arising out of or connected with: (A) the Assumed COVID Risks as they relate to either or both of the Parties; (B) the content or implementation of the RTP Policy as it relates to either or both of the Parties; and (C) the Participant’s preparation for and/or participation in any of the Activities, including without limitation: (i) during, or as a result of, the sport of cycling; (ii) caused by the risks, dangers and hazards associated with the sport of cycling (some, but not all, of which are listed in 4 and 5 above); (iii) caused in any manner by any of the Releasees, including without limiting the foregoing, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any duty of care of any of the Releasees.

7. In consideration of the Organization allowing the Participant to participate, the Parties also agree:
- a) That the Participant’s physical condition has been verified by a medical doctor to participate in the sport of cycling and in the activities, events and programs of the Organization;
 - b) That the rules of participation must be followed and that the sole responsibility for the Participant’s safety remains with the Parties, including physical and emotional preparation and fitness;
 - c) To discontinue participation if the Participant observes any unusual hazard or unsafe condition; or if Participant feels unable or unfit to safely continue;
 - d) To WAIVE any and all claims that either or both of the Parties may have now or in the future against the Organization; and
 - e) To ACCEPT AND FULLY ASSUME all risks, dangers and hazards (including without limitation the Assumed COVID Risks) arising out of, associated with or related to the Participant’s participation in the sport of cycling (some, but not all, of which are listed in 4 and 5 above).
8. Each of the Parties acknowledge that they have read this document and understand it, that they have signed this document voluntarily, and that this document is to be binding upon themselves, their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

[By signing below **typing in your name below and clicking the “I Agree” icon** , you agree:
to be bound by this ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK;

Name of Participant (Please Print) Date Date of Birth

Name of Parent/Guardian (Please Print) Date

I AGREE (Online)