

# 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

I have been offered a copy of this Release Agreement and I have been advised to read it carefully.

Initial - Participant  
Or Parent/Guardian if  
Participant is under 19

<b>Name</b>	<b>Last</b>	<b>First</b>	<b>Middle Initial</b>
<b>Address</b>	<b>Street</b>		
	<b>Province / State</b>		
	<b>Country</b>	<b>Zip / Postal Code</b>	
<b>Telephone</b>			

## STOP – READ THIS

### MOUNTAIN BIKERS RESPONSIBILITY CODE

1. Stay in control at all times. It is your responsibility to avoid other persons, objects and traffic around you.
2. When riding in urban areas, you must stay on the designated side of the road and avoid traffic.
3. You must allow a guide to lead the group at all times. Do not go ahead of the guide.
4. You must try to stay hydrated and fueled and tell the guides if you are not feeling well.
5. Know when to disembark your bike if the trail is dangerously exposed or technical. It is OK to walk. Ride conservatively and defensively.
6. Please assist if you are involved in or witness a collision or accident.
7. Stay on marked trails at all times. Do not cut switchbacks.
8. Stay off your bike if your ability is impaired through the use of drugs or alcohol.

**KNOW THE CODE – BE SAFETY CONSCIOUS. IT IS YOUR RESPONSIBILITY.**

### MOUNTAIN BIKER CHECKLIST

The trails ridden with Big Mountain Bike Adventures are rough and demanding on both the bike and body. Before riding, always inspect your equipment thoroughly and ask your guides for assistance if needed.

1. Ensure that your helmet / armour is in good shape and properly fitted.
2. Inspect bike frame and forks for cracks, damaged or dented areas.
3. Ensure you have sufficient brake pad to stop your bike while descending.
4. Front and rear thru-axles / skewers should be tight.
5. Headset and stem must be secure with no looseness or play.
6. Check that your tires have sufficient pressure and are in good condition with no tears or cuts in the sidewall.
7. Handlebars and handle grips must be tight and unable to spin. Seat and seatpost need to be fastened securely.

**TO: Big Mountain Bike Adventures** and its directors, officers, employees, agents, independent contractors, subcontractors, guides, representatives, successors, assigns, volunteers, sponsors, promoters, and advertisers (all of whom are hereafter collectively referred to as "**THE RELEASEES**").

### DEFINITIONS

In this Release Agreement, the terms "mountain biking" and "mountain biking trip" shall refer to and include all activities, events, services, or use of facilities provided, arranged, organized or conducted by the Releasees, including, but not limited to the following: mountain biking, hiking, transfers by motor vehicle, train, ski lift, use of roads and trails, and other such activities, events and services in any way connected with or related to those activities.

## ASSUMPTION OF RISKS

I FULLY UNDERSTAND that injuries are common and expected part of mountain biking. Mountain biking with Big Mountain Bike Adventures takes place on steep and rugged terrain and features that are both technically and physically challenging and will expose the rider to many dangers, hazards and risks. The risks associated with the mountain biking and the mountain biking trips include, by way of example and not limitation, the following: the use of chairlifts, gondolas, trams and trains, collisions with other cyclists, pedestrians, vehicles, fixed or moving objects; falls; loss of balance, high speed descents, rapid or uncontrolled acceleration on hills and inclines, difficulty or inability to control one's speed and direction, becoming lost or separated from the guides or other participants; equipment failures and malfunctions; failure to negotiate obstacles and hazards, both marked and unmarked, including roots, logs, ruts, holes, potholes, rocks, stones, sand, gravel, mud, water, cliffs, oil and/or other objects on the ground or in the trail, variations or steepness in terrain; slippery terrain, constructed features such as bridges, ramps, ladders, bumps, berms, jumps and drops; varying visibility; fatigue; exhaustion; dehydration; heatstroke; hypothermia; high elevation; changing weather conditions, encounters with wild or other animals; risks associated with impure water and/or food; civil unrest, terrorism, criminal activity; stolen, lost, damaged or misplaced luggage or property. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in property damage, illness injury, or death.

I ACKNOWLEDGE that (a) mountain biking is an inherently dangerous sport in which I participate at my own risk; (b) the mountain biking trip involves risks and dangers of property damage, illness, serious bodily injury, including permanent disability, paralysis, and death, (c) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the trip, the **NEGLIGENCE ON THE PART OF BIG MOUNTAIN BIKE ADVENTURES OR THEIR STAFF INCLUDING THE FAILURE ON THE PART OF BIG MOUNTAIN BIKE ADVENTURES OR THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE MOUNTAIN BIKING TRIP**, or the condition in which the trip takes place. I am aware that Big Mountain Bike Adventures mountain biking trips may take place in regions and countries where the medical facilities, supplies and services may not be easily accessible or adequate and where safety and other standards, facilities, and infrastructure are basic and/or inferior.

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

Initial - Participant Or Parent/Guardian if Participant is under 19
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## SAFETY AND MISCELLANEOUS MATTERS:

1. I acknowledge that I have been advised to wear an approved helmet while mountain biking. I agree and acknowledge that it is my responsibility to ensure that my equipment is in good and safe working order. I agree to follow all other written and verbal trip safety rules presented to me by Big Mountain Bike Adventures.
2. I acknowledge that Big Mountain Bike Adventures reserves the right to make route, hotel and trip modifications as necessary or advisable to improve the trip quality and/or to accommodate the comfort and well-being of guests.
3. I acknowledge that Big Mountain Bike Adventures reserves the right to decline accepting or retaining any trip participant whose health or actions in Big Mountain Bike Adventures' sole judgment impedes the operation of a trip or the welfare or enjoyment of fellow participants.
4. I understand the nature of the mountain biking trip and represent that I am qualified to participate in such activity. I further acknowledge and accept that it is my responsibility to consult with my own personal physician about my physical health, fitness, and ability to participate in the mountain biking trip and will do so before participating in the trip.
5. I acknowledge that I have been advised to obtain medical, travel and trip cancellation insurance.
6. I hereby unconditionally and irrevocably consent, authorize and grant Big Mountain Bike Adventures the all necessary authority, right and license and permission to use photographs, audio or video recordings, or other forms of recordings that capture my image, likeness, or voice (or all of these) which are associated with my trip, (collectively hereinafter referred to as "Images"), in which I may be included in whole or in part, in any manner or media, including print, broadcast, internet media, direct marketing channels, downloadable content and applications, and all other technologies now known or hereafter developed. The Images may be used or exploited for any commercial or non commercial purpose whatsoever, and may be altered, modified, changed, combined or incorporated into other works. I hereby relinquish any rights I may have in the Images (including privacy, personality and publicity rights). No fees or other compensation whatsoever will be provided to me for or in connection with the use of the Images. I hereby release Big Mountain Bike Adventures their respective licensees, assigns, representatives and agents from any and all claims which I may now or in the future have relating to the ownership, reproductions, display, distribution or other use of the Images.

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

In consideration of my participation in the Big Mountain Bike Adventures mountain biking trip and my use of services, equipment and facilities with Big Mountain Bike Adventures, 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 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 MOUNTAIN BIKING REFERRED TO ABOVE.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, loss or personal injury to any third party, resulting from my participation in the mountain biking trip.
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 Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction.
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees about the mountain biking trip other than what is set forth in this Agreement.

I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

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.

Signature of Participant
Please print name clearly

Date
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Signature of Parent or Guardian if Participant under 19
Please print name clearly

Signature of Witness
Please print name clearly