



**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

Participant	Last Name	First Name	Middle Initial	
	Date of Birth	Phone Number	Allergies	
Address	Street	City	Postal/ZipCode	Prov./State
Emergency Contact	Last Name, First Name	Relation to Participant	Phone Number	

TO: **BE RAD ADVENTURE COMPANY INC., a provincially registered company** and its **(their)** directors, officers, employees, instructors, guides, coaches, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as **"the Releasees"**)

**DEFINITION**

In this Release Agreement, the term **"Event"** shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: mountain biking; paddle boarding; trail running, hiking, bouldering; orientation and instructional courses, seminars and sessions; travel, transport and accommodation; meals; and other such activities, events and services.

**STATEMENT OF PHYSICAL AND MENTAL FITNESS, INSURANCE**

I am in sound physical and mental condition and am able to take part in the activities provided by Be Rad Adventure Company Inc. I can make informed, objective decisions. I am completely and adequately covered by appropriate personal insurance coverage which may include health, life, loss of property, loss of income, and liability insurance and if I am not covered I will personally pay for all such costs which I may incur.

**ASSUMPTION OF RISKS**

I am aware that I am voluntarily participating and that this Event involves many risks, dangers and hazards. The risks, dangers and hazards, including but not limited to: loss of balance; difficulty or inability to control one's speed and direction; variation or steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; mechanical failure of equipment; variation or changes in the riding surface including rocks, gravel, cliffs, trees, roots, tree stumps, streams and creeks; changing weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the sites used for our Events; travel on highways and backcountry roads; encounters with domestic and wild animals including dogs, bears and cougars; collision with pedestrians, motor vehicles, and cyclists; becoming lost or separated, from ones party; drowning from water-based activities including rafting; negligence of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF this EVENT. 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 THIS EVENT 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 the EVENT and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS that I, for myself, my heirs, my executors, or administrators, may in the future have against the RELEASEES and all other organizers, sponsors, or representatives and their agents and employees 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 or traveling to or from this Event, 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, 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 PARTICIPATING IN THIS EVENT REFERRED TO ABOVE; I further state that I am in proper physical condition to participate in this event and am aware that participation could, in some circumstances, result in physical injury.
- 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;
- 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;
- 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 where the Event takes place and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the Event takes place and shall be within the exclusive jurisdiction of the Courts of that province.

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 participating in the Event, 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 ON THIS DAY \_\_\_\_\_ I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Participant: First & Last Name	Witness: First & Last Name
Participant Signature	Witness Signature

