



2023 Waiver

NAME: _____

YEAR OF BIRTH _____

In consideration for the Kanata-Nepean Bicycle Club (hereinafter referred to as “KNBC”) accepting my application for membership and allowing me to participate in events, programs, or activities organized, operated, conducted and/or sanctioned by KNBC (collectively referred as “activities”), on behalf of myself, my heirs, executors, administrators, assigns and personal representatives:

1. I am fully aware that there are inherent risks associated with cycling, some of which are foreseeable, but others which are not, and some of which result from human error or negligence on the part of the persons preparing, organizing and leading KNBC activities, but others which result from the participant’s own actions.
2. I am aware that cycling and activities related to cycling, of any kind, involve risks that include the possibility of injury or death.
3. I am fully aware of the physical risks of injury inherent with cycling and I freely and voluntarily agree to accept all of these risks even if arising from the negligence, gross negligence or negligent rescue by those associated in any way with the KNBC activities I may be involved in.
4. I understand that all applicable rules for participation must be followed, including the rules of KNBC and including those of the municipality, province and state where an activity is taking place.
5. I understand that sole responsibility for my personal safety remains with me, including my physical and emotional preparation and fitness to participate in all activities throughout the year.
6. I am in proper physical condition and fully capable of participating in the KNBC activities that I choose to participate in.
7. I agree to only participate in KNBC club rides that are commensurate with my level of cycling abilities and physical conditioning.
8. I agree that I alone am responsible for ensuring that my bicycle, cycling equipment and clothing are suitable for KNBC rides.
9. I undertake and agree to remove myself from participation in an activity if I sense or observe any unusual hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue for any reason.
10. I grant to KNBC the right to display my name, email, and phone number in the club membership directory. This information is exclusively available to members in the online Members Only section of the club's membership system. I understand that, should I wish to revise my information in this directory, I may do so at any time by modifying my privacy settings in my online club profile.
11. I further agree to the use by KNBC, including the club executive and ride leaders, of the information I provide during registration for purposes of administering and running the club.
12. I grant to KNBC and its members the right to take photographs of me in connection with the club’s activities. I agree that KNBC may use such photographs without my name and for any lawful purpose, including for example, such purposes as publicity, illustration, advertising, and Web content.
13. I HEREBY RELEASE AND FOREVER DISCHARGE KNBC and those organizing, leading, officiating, or participating in KNBC activities throughout the KNBC membership year, including KNBC directors, officers, employees, agents, volunteers and representatives (the “Releasees”) from ANY AND ALL actions, claims, costs, and expenses in respect of any injury, death, loss or damage to my person or property of any kind or nature, however caused, which may be suffered or incurred, directly or indirectly, relating to or arising while attending, participating in, or travelling to or from a KNBC activity, including negligence.
14. I have read and understood this Waiver.
15. I am aware that by agreeing to this Waiver I am waiving substantial legal rights including giving up of my right to sue KNBC and its directors, officers, employees, agents, volunteers and representatives; this includes individuals who organize rides and social activities, and those individuals who both lead rides and act as ride sweeps.
16. This Waiver is governed by the laws of the Province of Ontario and of Canada as applicable.

SIGNATURE: _____

DATE: _____

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 said 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 substantial 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: _____