



**CYCLEFIT CHICKS CYCLING CLUB**

**For: Adult Member**

**2009 Waiver & Declaration (must be completed before your Membership will be issued)**

Release, Waiver and Assumption of Risk

I, \_\_\_\_\_

(full name) hereby acknowledge and agree that in consideration of being permitted to participate in cycling programs, races or activities organized, operated or sanctioned by the Canadian Cycling Association (OCA), or **Fédération québécoise des sports cyclistes (FQSC)** (herein called the Associations):

- 1) I do hereby release the Association, their members, officers, directors, employees, sponsors, independent contractors and agents from all liability, and do hereby waive as against the Associations, their members, officers. Directors, employees, sponsors, independent contractors, and agents all recourses, proceedings, claims, and causes of action of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer rising out of or connected with my preparation for, or participation in, the afore said cycling programs, races or activities, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of the Associations, or any of their members, officers, directors, employees, sponsors, independent contractors or agencies.
- 2) And, I hereby acknowledge and agree:
  - a) That the sport of cycling is very dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of the sport itself, others which result from human error and negligence on the part of the persons involved in preparing, organizing and staging cycling programs, races and other activities;
  - b) That, as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss;
  - c) That some of the aforesaid risks and hazards are foreseeable, but others are not;
  - d) That I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and that, accordingly, my preparation for, and participation in the aforesaid cycling programs, races and activities shall be entirely at my own risk;
  - e) That I understand that neither the Associations nor any of their members, officers, directors, employees, sponsors, independent contractors or agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in the aforesaid cycling programs, races and activities;
  - f) That I have carefully read this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement, that I fully understand same, and that I am freely and voluntarily executing same;
  - g) That I understand clearly that by signing this release I will be forever prevented from suing or otherwise claiming against the Associations, their members, officers, directors, employees, sponsors, independent contractors and agents for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for any fo the above mentioned cycling programs, races or activities whether or not such loss or injury is cause solely or partly by the NEGLIGENCE of the Association or any of their members, officers, directors, employees, sponsors, independent contractors and agents;
  - h) That I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this RELEASE, WAIVER AND ASSUMPTION OF RISK;
  - i) That I understand clearly that the Associations would not permit me to participate in any such cycling programs, races and activities unless I signed this RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT, that this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement applies to all the aforesaid cycling programs, races and activities whether occurring in the near or distant future, and that the terms of this Agreement need not be brought to my attention each time I participate in a cycling program, race or activity in order to be effective;
  - j) That the term cycling programs, races and/or activities as used in this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement includes without limiting the generality of that term, the National Team programs, races and activities as well as all other races, training sessions, clinics, programs and events that are in any way authorized, sanctioned, organized or operated by either of the Associations or both of them;
  - k) That this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement is binding on myself, my heirs, my executors, administrators, personal representatives and assigns;
  - l) I recognize that this release may be in addition to the release I must sign as a confition of participation/membership and that I am bound by the terms and conditions of both waivers.

Date: \_\_\_\_\_ Applicant Signature: \_\_\_\_\_

Witness Signature: \_\_\_\_\_