

Release, Waiver and Assumption of Risk for the May 2, 2010 F.O.G. Individual Time Trial

I, _____ hereby acknowledge and agree that in consideration of being permitted to participate in the F.O.G. Individual Time Trial race sanctioned by the Manitoba Cycling Association (herein called the Association): I acknowledge that by signing this document, I am releasing Fast Old Guys Cycling Club Inc. (hereafter called FOG), the land owner of Birds Hill Provincial Park and their respective agents employees, members, sponsors, promoters and affiliates (Collectively 'releasees') from liability recourse, proceedings, claims, and causes of action of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in, the F.O.G. Individual Time Trial race notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of the Association, FOG or any of their members, officers, directors, employees, independent contractors, agents, affiliated clubs, and volunteers.

And, I hereby acknowledge and agree:

1. 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;
2. 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;
3. that some of the aforesaid risks and hazards are foreseeable, but others are not;
4. 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;
5. that I understand that neither the Associations nor any of their members, officers, directors, employees, independent contractors, agents, affiliated clubs or volunteers assume any responsibility whatsoever for my safety during the course of my preparation for or participation in the aforesaid cycling programs, races and activities;
6. 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;
7. that I understand clearly that by signing this release I will be forever prevented from suing or otherwise claiming against the Association, the land owner of Birds Hill Provincial Park, FOG, their members, officers, directors, employees, independent contractors, agents, affiliated clubs or volunteers for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for any of the above mentioned cycling programs, races or activities whether or not such loss or injury is caused solely or partly by the negligence of the Associations or any of their members, officers, directors, employees, independent contractors, agents, affiliated clubs or volunteers;
8. that I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this agreement;
9. that I understand clearly that the Association or FOG 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;
10. that this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement is binding on myself, my heirs, my executors, administrators, personal representatives and assigns;

Your Name: _____ Age as at Dec 31, 2010: _____

Address (with City/Prov/Postal): _____

Email: _____ Phone: _____

Who to notify in case of Emergency (with phone#): _____

Signature of Entrant: _____ Today's Date: _____

11. **Consent and release of Parent or Guardian** I am the parent or guardian of _____ My child is fit for the race, and I consent to my child's participation. **I have read and I understand the athlete's entry form and release agreement.** In consideration of allowing my child to participate, I consent to it and agree that **its terms shall likewise bind me, my child**, my heirs, legal representatives, and assignees. **I hereby release and shall defend, indemnify and hold harmless the releasees from every claim and any liability** that I or my child may allege against the Releasees (including reasonable attorneys fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's participation in the event, **whether caused by the negligence of the Releasees** or others. **I promise not to sue the releasees** on my behalf or on behalf of my child's regarding any claim arising from my child's participation in the race.

Signature of Parent or Guardian: _____ Date: _____