INFORMED CONSENT, INDEMNITY and ASSUMPTION of RISK AGREEMENT

(FOR THOSE UNDER THE AGE OF MAJORITY i.e. under 18 in Alberta, Manitoba, Ontario, P.E.I., Quebec, Saskatchewan and under 19 in other Provinces and Territories)

WARNING!

By signing this document you will waive certain legal rights, including the right to sue in circumstances outlined in this Agreement . Please read carefully.

Participant's Name: _____ Date: _____

1. This is a binding legal agreement; therefore clarify any questions or concerns **before** signing. As a Participant in the sport of cycling and/or the events, programs, races and activities organized, operated, conducted and/or sanctioned by the Canadian Cycling Association (operating as Cycling Canada) **and** the Manitoba Cycling Association, regarding Provincial Road Championships, Individual Time Trial and/or Criterium, the undersigned, being the Participant **and** the Parent/Guardian of the Participant (each a "Party" and collectively the "Parties") acknowledge and agree to the following terms:

2. The Canadian Cycling Association (operating as Cycling Canada) **and** the Manitoba Cycling Association, regarding Provincial Road Championships, Individual Time Trial and/or Criterium and their respective directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collectively the "Organization") is not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Party during, or as a result of, the sport of cycling, and any program, activity or event of the Organization, caused by the risks, dangers and hazards associated with the sport of cycling, and the programs, activities and events of the Organization.

3. The Participant is participating voluntarily in the sport of cycling and the activities, events and programs of the Organization. In consideration of participation in the sport of cycling and the programs, activities and events of the Organization, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the sport of cycling and the programs, activities and events of the Organization and that the Parties may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from: a) The sport of cycling including: Road, Track, Mountain Bike, BMX and Cyclocross; b) Executing strenuous and demanding physical techniques in cycling and/or exerting and stretching various muscle groups; c) Vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts; d) Mounting, dismounting or falling off a bicycle; e)Falling, tumbling or hitting any ground, surface, concrete, road, track or other surfaces; f) Physical contact with other participants (including those engaged in the programs, activities and events support); g) Failure to properly use any equipment, the mechanical failure of any piece of equipment or inadequate safety equipment, improper maintenance or adjustment of equipment; h) Contact, collisions or being struck by other participants, pedestrians, fixed objects, spectators, equipment or vehicles; i) Road conditions, terrains and vehicular traffic while cycling; j) Failure to stay within the designated course area; k) Extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke or hypothermia; l) Spinal cord injuries which may render the Participant permanently paralyzed; and/or m) Travel to and from events.

4. Furthermore, the Parties are aware: A) That injuries sustained can be severe; B) That the Participant may experience anxiety while challenging himself or herself during the sport of cycling and the activities, events and programs; C) That the Participant's risk of injury is reduced if he or she follow all rules established for participation; and D) That the Participant's risk of injury increases as he or she becomes fatigued.

5. In consideration of the Organization allowing the Participant to participate, the Parties agree:

a. That the Participant's physical condition has been verified by a medical doctor to participate in the sport of cycling and the activities, events and programs of the Organization;

b. That the Parties have assessed the Participant's ability to participate appropriately and safely in the sport of cycling and the activities, events and programs of the Organization;

c. That the rules of participation must be followed and that the sole responsibility for the Participant's safety remains with the Parties, including physical and emotional preparation and fitness;

d. To remove the Participant if they sense or observe any unusual hazard or unsafe condition; or if Participant feels unable or unfit to safely continue;

e. To ASSUME all risks arising out of, associated with or related to my participation;

f. To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the Organization; and

g. To FOREVER RELEASE the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I may have or may in the future, that might arise out of, result from, or relate to my participation in the sport of cycling, my presence at any venue, the events, activities or programs of the Organization, and/or my traveling to or from the events, activities or programs of the Organization, and/or from any breach of contract.

6. I (Parent/Guardian) hereby indemnify and hold harmless the Organization from any and all damages or losses of any kind as a result of any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of the Organization that may be made or initiated by, or on behalf of the Participant, arising out of or connected with the Participant's preparation for or participation in, or both, or travel to or from any of the activities, events and programs of the Organization.

7. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this agreement is to be binding upon themselves, their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

By signing below you agree to be bound this Agreement.

_____ _____ _____

Name of Participant (**Please Print**) Date Date of Birth

_____ _____ _____

Name of Parent/Guardian (**Please Print**) Date

Signature of Parent/Guardian