

MANITOBA CYCLING ASSOCIATION
ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK regarding COVID-19
(FOR ADULTS OVER THE AGE OF MAJORITY i.e. over 18)

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 ("**Activities**") organized, operated conducted **and** sanctioned by the Manitoba Cycling Association ("**MCA**") alone or with another organization (each an "**Organizer**"), the undersigned being the Participant acknowledges and agrees to the following:
2. I acknowledge that the World Health Organization has classified the Coronavirus Disease ("**COVID-19**") outbreak as a global pandemic and am aware of the risks of COVID-19. I specifically acknowledge and agree that I am aware of the risks to personal health, including by the failure to follow physical distancing, flowing from COVID-19, and that I am assuming all health risks and adverse health related consequences caused by or arising from engaging in any Activities (the "**Assumed Risks**").
3. I acknowledge that the Organizers are implementing MCA's Return to Play Policy (the "**RTP Policy**") the most recent version of which will be posted from time to time on MCA's website. I specifically acknowledge and agree that I am aware of the RTP Policy, that I will abide by the RTP Policy, and that the RTP Policy is subject to all federal, provincial and municipal laws, regulations, by-laws and orders as they may exist from time to time.
4. I hereby release the Organizers, their respective members, officers, directors, employees, independent contractors, agents, and volunteers ("**Releasees**") from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, in respect of all damages, personal injuries, death, or property losses which I may suffer arising out of or connected with the Assumed Risks, the content or implementation of the RTP Policy (including without limitation the conduct of any screening of any individual), and the preparation for, or participation in, the Activities, notwithstanding that any such losses were caused solely or partly by the negligence of any of the Releasees.
5. I hereby agree to indemnify and hold harmless the Releasees 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 any of the Releasees that may be made or initiated by arising out of or connected with the Assumed Risks as they relate to me, the content or implementation of the RTP Policy as it relates to me, and my preparation for and/or participation in any of the Activities.
6. And, I hereby acknowledge and agree that:
 - a) I understand that none of the Releasees assumes any responsibility whatsoever for my safety during the course of any preparation for or participation in the Activities;
 - b) I will comply with the RTP Policy and its implementation and that any failure on my part to comply with the RTP Policy and its implementation may have consequences (including without limitation a withdrawal of permission for me to participate in an Activity or Activities) and could jeopardize relevant insurance coverage;
 - c) I understand that the implementation of the RTP Policy may involve the collection, use and disclosure of personal information about me and I consent to same;
 - d) I have carefully read this ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK regarding COVID19, that I fully understand same, and that I am freely and voluntarily executing same;
 - e) I have been given the opportunity and that I am encouraged to seek independent legal advice prior to signing this document;
 - f) I understand that the Organizers would not permit me to participate in any Activities unless I signed this ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK regarding COVID19, which applies to all Activities whether occurring in the near or distant future and that the terms of this document need not be brought to my attention each time I participate in an Activity in order for it to be effective;
 - g) the term "Activities" as used herein includes, without limiting the generality of that term, training sessions, clinics, and events that are in any way authorized, sanctioned, organized or operated by any of the Organizers on its own or together with another, or to which OCA has issued a permit; and
 - h) this ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK regarding COVID19 agreement is binding on myself, my heirs, my executors, administrators, personal representatives and assigns.

By signing below, you agree to be bound this ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK regarding COVID19.

Name of Participant (Please Print)

Date

Date of Birth

Signature