

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

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 ("**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 **and** the Parent/Guardian of the Participant (each a "**Party**" and collectively the "**Parties**") acknowledge and agree to the following:

2. The Parties each acknowledge that the World Health Organization has classified the Coronavirus Disease ("**COVID-19**") outbreak as a global pandemic and are aware of the risks of COVID-19. Each of the Parties specifically acknowledge and agree that they are aware of the risks to personal health, including by the failure to follow physical distancing, flowing from COVID-19, and that they are assuming all health risks and adverse health related consequences to the Parties caused by or arising from engaging in any Activities (the "**Assumed Risks**").

3. The Parties 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. Each of the Parties specifically acknowledges and agrees that they are aware of the RTP Policy, that they 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. The Parties 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 either or both of the Parties 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. The Parties 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 either or both of the Parties, the content or implementation of the RTP Policy as it relates to either or both of the Parties, and preparation for and/or participation in any of the Activities.

6. And, the Parties each hereby acknowledge and agree that:

- a) each Party understands that none of the Releasees assumes any responsibility whatsoever for the safety of either or both of the Parties during the course of any preparation for or participation in the Activities;
- b) each Party will comply with the RTP Policy and its implementation and that any failure on the part of either or both of the Parties to comply with the RTP Policy and its implementation may have consequences (including without limitation a withdrawal of permission to participate in an Activity or Activities) and could jeopardize relevant insurance coverage;
- c) each Party understands that the implementation of the RTP Policy may involve the collection, use and disclosure of personal information about of either or both of the Parties and each of the Parties consents to same;
- d) each Party has carefully read this ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK regarding COVID19, and that each Party fully understands, and is freely and voluntarily executing, same;
- e) each Party has been given the opportunity, and that each Party is encouraged, to seek independent legal advice prior to signing this document;
- f) each Party understands that the Organizers would not permit either or both of the Parties to participate in any Activities unless the Parties have 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 the attention of either of the Parties each time either or both of the Parties 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 each of the Parties, and their respective heirs, 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

Name of Parent/Guardian (Please Print)

Date