

**CANADIAN CYCLING ASSOCIATION & MANITOBA CYCLING
ASSOCIATION INC. & ITS MEMBER CLUBS -
ACKNOWLEDGEMENT, RELEASE, INDEMNITY and
ASSUMPTION of RISK**

(FOR ADULTS OVER THE AGE OF MAJORITY i.e. over 18 in Manitoba)

WARNING!

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

This is a binding legal document; therefore you should 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/or sanctioned by the Canadian Cycling Association (operating as Cycling Canada) **and** Manitoba Cycling Association ("**MCA**") **and** its member clubs alone or with another organization (each an "**Organizer**"), you, the undersigned, acknowledge and agree to the following:

1. I acknowledge that the World Health Organization has classified the Coronavirus Disease ("**COVID-19**") outbreak as a global pandemic and I 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 (up to and including hospitalization or death) caused by or arising from engaging in any Activities (the "**Assumed COVID Risks**").

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 OCA's website (please see [RETURN TO PLAY PROTOCOLS](#)). 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, municipal and public health authority laws, regulations, by-laws and orders as they may exist from time to time.

2. I acknowledge and agree that I am participating voluntarily in the sport of cycling and the Activities. In consideration of my participation in the sport of cycling and the Activities, I hereby acknowledge that I am aware of the risks, dangers and hazards (including the Assumed COVID Risks) associated with or related to the sport of cycling and the Activities and that I may be exposed to such risks, dangers and hazards (including the Assumed COVID Risks). The risks, dangers and hazards include, but are not limited to the Assumed COVID Risks as well as injuries or illness (up to and including death) from:

- a) The sport of cycling, which can include, but **is** not limited to: 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, wild or domestic animals, 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 me permanently paralyzed; and/or
- m) Travel to and from events.

3. Furthermore, I am aware:

- a) That injuries or illness sustained can be severe;
- b) That I may experience anxiety while challenging myself during the sport of cycling and the activities, events and programs;
- c) That my risk of injury is reduced if I follow all rules established for participation; and
- d) That my risk of injury increases as I become fatigued.

4. In consideration of the Organization allowing me to participate, I hereby release each of the Organizers and their respective directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collectively the "**Releasees**") from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, in respect of any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind which I may suffer arising out of or connected with: (A) the Assumed COVID Risks; (B) the content or implementation of the RTP Policy (including without limitation the conduct of any screening of any individual); and (C) the preparation for, or participation in, the Activities, including without limitation: (i) during, or as a result of, the sport of cycling; (ii) caused by the risks, dangers and hazards associated with the sport of cycling (some, but not all, of which are listed in 4 and 5 above); (iii) caused in any manner by any of the Releasees, including without limiting the foregoing, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any duty of care of any of the Releasees.

5. In consideration of the Organization allowing me to participate, I also hereby 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 or gross negligence on the part of any of the Releasees that may be made or initiated by arising out of or connected with: (A) the Assumed COVID Risks as they relate to me; (B) the content or implementation of the RTP Policy as it relates to me; and (C) my preparation for and/or participation in any of the Activities, including without limitation: (i) during, or as a result of, the sport of cycling; (ii) caused by the risks, dangers and hazards associated with the sport of cycling (some, but not all, of which are listed in 4 and 5

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above); (iii) caused in any manner by any of the Releasees, including without limiting the foregoing, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any duty of care of any of the Releasees.

6. In consideration of the Organization allowing me to participate, I also agree:
- a) That my physical condition has been verified by a medical doctor to participate in the sport of cycling and in the activities, events and programs of the Organization;
 - b) That the rules of participation must be followed and that the sole responsibility for my safety remains with me, including physical and emotional preparation and fitness;
 - c) To discontinue participation if I sense or observe any unusual hazard or unsafe condition; or feel unable or unfit to safely continue;
 - d) To WAIVE any and all claims that I may have now or in the future against the Organization; and
 - e) To ACCEPT AND FULLY ASSUME all risks, dangers and hazards (including without limitation the Assumed COVID Risks) arising out of, associated with or related to my participation in the sport of cycling (some, but not all, of which are listed in 4 and 5 above).
7. I acknowledge that I have read this document and understand it, that I have signed this document voluntarily, and that this document is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

By signing below **[typing in your name below and clicking the “I Agree” icon]**, you agree:

- (a) to be bound by this ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK;
- (b) that you have reviewed and that you fully commit to the Ontario Government Concussion Awareness Resources referred to above; and
- (c) that you have reviewed and that you fully commit to the relevant OCA Concussion Code of Conduct referred to above.

Name of Participant (Please Print)

Date

Date of Birth

I AGREE (Online)

[RETURN TO PLAY PROTOCOLS](#)