

# WAIVER, RELEASE & INDEMNITY – Mini GO Ride – Thunder Bay, Ontario – June, 2020

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Name (print): \_\_\_\_\_

Date of birth (dd/mm/yyyy): \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

I, (print first and last name) \_\_\_\_\_ understand and agree that my participation in events and activities organized, operated, and/or conducted by Mini GO Ride organizers, Underground Gym (UGG), Northern Ontario PPE for HCP project (NOPHP), servants, agents, sponsors, supporters, employees, and volunteers is conditional upon my agreeing to the following:

1. I recognize that bicycle touring has some inherent dangers that could cause me bodily injury including death.
2. I voluntarily accept these risks, and all others arising from this tour, even if arising from the negligence, gross negligence or negligent rescue by Mini GO Ride, and/or those associated in any way with this event that I may be involved in, the venues at which this tour takes place or by those organizing, officiating, or participating in this event including UGG, NOPHP, servants, agents, sponsors, supporters, employees, and volunteers.
3. I understand that the **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, including my physical and emotional preparation and fitness to participate in this tour.
4. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue for any reason.
5. I declare that my physical condition, to the best of my knowledge, is adequate to participate safely in the activity of bicycle touring, and that no physician or other qualified individual has advised me against participating in this activity. I further acknowledge and agree that it is my choice as to whether I will obtain a physical examination prior to participating in this bicycle tour, and I hereby acknowledge and agree to assume all risks associated with not obtaining such examination, or if I do obtain an examination and am instructed not to participate in the sport, I hereby assume all risks associated with my participation.
6. I agree to follow all directions of the event officials and law enforcement officials, and to follow all rules of the road, staying as far to the right as safely possible.
7. I understand that I am required to wear a bicycle helmet, and that I am required to ride a bicycle that is in safe running order.
8. I authorize and consent to the publication by Mini GO Ride organizers including UGG, NOPHP, servants, agents, sponsors, supporters, employees, and volunteers of any materials containing my name and/or picture, and I release to Mini GO Ride organizers including UGG, NOPHP, servants, agents, sponsors, supporters, employees, and volunteers, any claims I might have due to the initial or subsequent publication of such material.
9. I understand that being under the influence of alcohol or illegal drugs and/or consuming alcoholic beverages during this tour is not condoned and subjects me to the same laws and consequences as motor vehicle drivers.
10. I give, a **FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I or any member of my family have, or may have in the future, against Mini GO Ride organizers, and all other Releasees including UGG, NOPHP, servants, agents, sponsors, supporters, employees, and volunteers from all liability for any loss, damage, injury, or expense that I may suffer as a result of my participation in any part or parts of this event or my presences at any venue at which the event may take place, due to any cause whatsoever including the forms of negligence set forth in paragraph 2 above or from any breach of contract or statutory duty or other duty of care including any duty of care owed under the relevant Occupier's Liability Act, on the part of the organizers of this event, UGG, NOPHP, servants, agents, sponsors, supporters, employees, and volunteers.
11. I **AGREE NOT TO SUE** and I further agree **TO INDEMNIFY AND SAVE HARMLESS** the Releasees from all expenses, fees, liability or damage award or cost of any type whatsoever arising from my participation in this tour.

I HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY. I am aware that by signing this agreement I am waiving substantial legal rights on my behalf and on behalf of my heirs, executors, administrators and next of kin, including the giving up of my right to sue.

Signature of participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of guardian if participant is under 18 years of age: \_\_\_\_\_

Printed name of guardian: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Witness Printed Name: \_\_\_\_\_