



CAMPS CANADA
MOUNTAIN BIKING CAMP - WAIVER

(PLEASE READ CAREFULLY)

****ASSUMPTION OF RISKS, RELEASE OF INTEREST, WAIVER OF CLAIM, AND INDEMNITY AGREEMENT. BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.****

To: CAMPS CANADA (referred to in this agreement as the "Releasees" and to ALL PROPERTY OWNERS (PRIVATE, FEDERAL, PROVINCIAL, REGIONAL AND MUNICIPAL)

On my behalf, and on the behalf of any minor children participating in these activities, for whom I am legally responsible, I agree to the following:

ASSUMPTION OF RISKS:

I am aware and understand that MOUNTAIN BIKING activities involve many risks, dangers and hazards, including but not limited to the following: I acknowledge and accept that mountain biking involves risks, dangers and hazards in addition to those normally associated with bicycle riding and that injuries are a common and expected part of mountain biking. Mountain Biking at Camps Canada may take place on steep and rugged terrain and will expose the rider to many risks, dangers and hazards. The terrain may be un-inspected, uncontrolled and unsafe do to constantly changing conditions. The inherent risks, hazards and dangers include but are not limited to the following:

- ✓ collision with other riders, vehicles, bicycles, trees, tree stumps, tree wells or other objects;
- ✓ fences and other man made structures;
- ✓ mechanical failure of equipment;
- ✓ rapid an uncontrolled acceleration on hills and inclines;
- ✓ changing weather conditions;
- ✓ unsafe terrain including steep or slippery sections, cliffs, rocks, holes, or crevices;
- ✓ extreme variation in cycling terrain;
- ✓ encounters with domestic and non domestic animals;
- ✓ falling or being thrown off the mountain bike;
- ✓ negligence on the part of the releasees – including the failure to protect the participant from the risk, dangers and hazards of mountain biking or to predict the whether the terrain is safe for mountain biking;
- ✓ negligence of other riders.

I understand and acknowledge that no amount of caution, experience and instruction can eliminate all of the risks involved and I freely assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and damages or loss resulting therefrom.

PROTECTIVE HEAD GEAR

1. Proper bike-riding footwear (runners, not open-toed sandals or flip-flops) is required by all persons, regardless of age, participating in any mountain bike camp related activities.
2. ALL RIDERS, regardless of age, are required to wear protective head gear in the form of a high impact helmet.

In entering into the Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND IDEMNITY AGREEMENT

I agree that I shall never institute or cause to be instituted, any suit, charge, demand, claim, complaint, or cause of action, in law, in equity, or otherwise, in any court, or in any arbitrary system or procedure, against the release sees arising out of my voluntary participation in mountain biking. I am aware of the risks, dangers, and hazards associated with mountain biking and a freely accept and fully and voluntarily assume all such risks, dangers, and hazards and the possibility of property damage and serious and or permanent personal and bodily injury, including without limitation cuts, scratches, bruises, broken bones, sprains, full or partial paralysis, death, and any and all losses resulting therefrom.

I further acknowledge and agree that Mountain Bike Camp with Camps Canada is a purely voluntary recreational activity and that if I am not willing to acknowledge the risks and agree not to sue, that I should not participate in Camps Canada’s mountain biking camp.

I HAVE READ AND UNDERSTAND THE ABOVE WAIVER

Participant (child’s name) _____

Age _____

Guardian Signature*** _____

Print Name _____

Address _____

City _____

Postal Code _____

Telephone _____ WITNESS _____