

PARTICIPANT WAIVER

IMPORTANT: PLEASE READ CAREFULLY AS YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

Re: Kluane Chilkat International Bike Relay (the "Event")

To: Kluane Chilkat International Bike Relay Association and its directors, officers and members (collectively referred to as the "Association") and its employees, officials, agents, representatives, volunteers and sponsors (collectively referred to as the "Agents") involved in regulating or administrating the Event, or any activity related to the Event.

In consideration for the Association or its Agents accepting my application to participate in the Event and agreeing to provide equipment, facilities and the services of its Agents for the Event, or any activity related to the Event, I hereby agree as follows:

ASSUMPTION OF RISKS

- a) I am aware that participating in the Event involves accepting the risks, dangers and hazards associated with the Event, including but not limited to:
1. Natural and human-made hazards such as uneven and rough road surfaces, loose gravel, steep hills and embankments, high winds, extreme and changeable weather conditions, marked and unmarked hazards, wild animals including bears, communication difficulties in the event of an accident, and delays in obtaining appropriate or any medical and rescue assistance;
 2. Motor vehicle, bicycle and pedestrian traffic;
 3. Physical injury, including contact and collision with Agents, spectators, other participants, or roadways; and
 4. Acts, omissions and conduct, including NEGLIGENCE by or on behalf of the Association and its Agents, other participants, spectators, or users of the roadway and environs who may not have valid liability insurance.
- b) I am also aware that the Association, the Agents, other participants, spectators and other users of the roadway and its environs may not have valid or adequate liability insurance.
- c) I acknowledge that my application and any fee paid by me or on my behalf does not include or entitle me to the provision of any liability, medical, or accident insurance or benefits, and that it remains my responsibility to obtain valid or adequate liability, medical or accident insurance to cover my participation in the Event.

RELEASE OF LIABILITY, WAIVER OF CLAIM, AND AGREEMENT OF INDEMNITY

I AGREE TO:

1. **RELEASE** the Association and the Agents from and against **ALL CLAIMS, ACTIONS, COSTS, DEMANDS and EXPENSES WHATSOEVER** with respect to death, injury, loss, damage or expenses to me or my property or to other persons and their property however or wherever caused, **INCLUDING ANY CLAIMS FOR NEGLIGENCE** arising out of or related to my participation in the Event, including medical treatment or evacuation (the "Claims"); and
2. **INDEMNIFY and HOLD HARMLESS** the Association and the Agents from and against any Claims that may arise from or out of my participation in the Event.

NOTWITHSTANDING that any such Claims may arise out of or have been caused or contributed to by any act or omission by me, the Association or the Agents.

FURTHER AGREEMENTS

1. Any rules and guidelines for the Event and the use of any facilities or equipment provided by the Association or its Agents are solely for the purpose of regulating the Event and it is my sole responsibility to act and govern myself in such a manner as to be responsible for my own safety.
2. I acknowledge that the Event is physically demanding and I certify that I am physically capable of participating in the Event and that I have no medical conditions that would interfere with my capability to participate.
3. This PARTICIPANT WAIVER shall be governed in all respects by and interpreted in accordance with the laws of the Yukon Territory, even if any Claim is made as the result of loss, damage, expense or injury occurring in the United States of America.
4. In entering this PARTICIPANT WAIVER, I am not relying on any inducements or representations made by the Association or the Agents.
5. This PARTICIPANT WAIVER is binding upon me, my heirs, administrators, successors and assigns.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS.

Signed this _____ day of _____ 20____ Team Name: _____ Team Captain: _____

Participant Name: _____ Participant Signature: _____

Witness Name: _____ Witness Signature: _____

(Witness to be at least 19 years of age)

IF PARTICIPANT IS UNDER 19 YEARS OF AGE, PARENT OR LEGAL GUARDIAN MUST:

- a) **Fill in Participant Name, Team Name, and Team Captain on this page;**
- b) **Initial at the end of this page; and**
- b) **Complete and sign attached Parent/Guardian Indemnity Agreement** _____ **(INITIALS)**

IF PARTICIPANT IS UNDER AGE 19, PARENT/GUARDIAN INDEMNITY AGREEMENT MUST BE COMPLETED.

PARENT/GUARDIAN INDEMNITY AGREEMENT

TO BE SIGNED BY A PARENT/GUARDIAN ON BEHALF OF ANY PARTICIPANT LESS THAN 19 YEARS OF AGE
PARTICIPANT MUST ALSO COMPLETE AND SIGN PARTICIPANT WAIVER

Re: Kluane Chilkat International Bike Relay (the "Event")

To: Kluane Chilkat International Bike Relay Association and its directors, officers and members (collectively referred to as the "Association") and its employees, officials, agents, representatives, volunteers and sponsors (collectively referred to as the "Agents") involved in regulating or administrating the Event, or any activity related to the Event.

1. I certify that I am the parent or legal guardian of

_____ (Hereinafter referred to as the "Child").
(Insert name of Participant)

2. I have read the attached Participant Waiver and understand the contents thereof.

3. In consideration for the Association or its Agents accepting the application of the Child to participate in the Event and agreeing to provide equipment, facilities and the services of its Agents for the Event, or any activity related to the Event, I hereby agree as follows:

a) I have read and understand and agree to be bound by the terms of the Participant Waiver attached hereto, which are hereby incorporated into and form part of this Indemnity Agreement, with all necessary modifications to give effect to the terms set out therein.

4. Without limiting the generality of the above, I specifically agree to:

- i) assume the risks set out in the Participant Waiver; and
- ii) accept the terms of the **RELEASE OF LIABILITY, WAIVER OF CLAIM, AND AGREEMENT OF INDEMNITY** set out therein.

5. I agree not to sue, assert or otherwise maintain any claim against the Association or the Agents or against any other person that may as a result sue, assert or otherwise maintain any claim against the Association or the Agents, for any personal injury, death, illness, disease, property damage or other loss of any kind whatsoever sustained by the Child during, as a result of, or in any way connected with the Child's participation in the Event, including any claim based on negligence by or on behalf of the Association or the Agents.

6. I agree to indemnify and hold harmless the Association and the Agents from and against:

- i) any Claims, including those described in the participant Waiver, for any loss or damage suffered by the Child; and
- ii) any Claims asserted against the Child, the Association or the Agents by other participants, spectators or other third parties based on negligence by or on behalf of the Child during, as a result of, or in any way connected with the Event, including any Claim based on negligence by or on behalf of the Association or the Agents.

7. I agree that this Indemnification Agreement will be governed in all respects by and interpreted in accordance with the laws of the Yukon Territory, even if any Claim is made as the result of loss, damage, expense or injury occurring in the United States of America. and that it will be binding upon my heirs, next of kin, executors, administrators and successors.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS.

Signed this _____ day of _____ 20____

Guardian/Parent Signature: _____

Witness Name: _____
(Witness to be at least 19 years of age)

Witness Signature: _____