

MORaine ADVENTURE RELAY

Release, Waiver and Assumption of Risk (Page 1 OF 2)

I _____ hereby acknowledge and agree in consideration of being permitted to participate in the Moraine Adventure Relay event, organized by the Oak Ridges Trail Association (herein called the Association) as follows: 1) I do hereby release the Associations, the Organizers, their members, officers, directors, employees, independent contractors, agents, affiliated clubs, and volunteers from any and all liability, recourse, loss, damages, proceedings, claims, and causes of action of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in, the aforesaid programs, races or activities, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of the Associations and/or the Organizers, or any of their members, officers, directors, employees, independent contractors, agents, affiliated clubs, and volunteers, 2) And, I hereby acknowledge and agree: a) that outdoor activities exposes participants to many risks and hazards, some of which are inherent in the very nature of the sport itself, others which result from human error and negligence on the part of the persons involved in preparing, organizing and staging adventure programs, races and other activities; b) that, as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss; c) that some of the aforesaid risks and hazards are foreseeable, but others are not; d) that I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and that, accordingly, my preparation for, and participation in the aforesaid programs, races and activities shall be entirely at my own risk; e) that I understand that neither the Associations, the Organizers, nor any of their members, organizers, officers, directors, employees, independent contractors, agents, affiliated clubs or volunteers assume any responsibility whatsoever for my safety during the course of my preparation for or participation in the aforesaid cycling programs, races and activities; f) that I understand clearly that by signing this release I will be forever prevented from suing or otherwise claiming against the Associations, the Organizers, their members, officers, directors, employees, independent contractors, agents, affiliated clubs or volunteers for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for any of the above mentioned adventure programs, races or activities whether or not such loss or injury is caused solely or partly by the negligence of the Associations, the Organizer, or any of their members, officers, directors, employees, independent contractors, agents, affiliated clubs or volunteers; g) that I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this agreement; h) that I understand clearly that the Associations and the Organizer would not permit me to participate in any such adventure programs, races and activities unless I signed

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this RELEASE, WAIVER, AND ASSUMPTION OF RISK AGREEMENT, that this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement applies to all the aforesaid adventure programs, races and activities whether occurring in the near or distant future, and that the terms of this Agreement need not be brought to my attention each time I participate in an adventure program, race or activity in order to be effective; i) that the term adventure programs, races and/or activities as used in this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement includes without limiting the generality of that term, races and activities as well as all other races, training sessions, clinics, programs and events that are in any way authorized, sanctioned, organized or operated by the Associations or the Organizers; j) that this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement is binding on myself, my, heirs, my executors, administrators, personal representatives and assigns. k) that I agree that all photographs and video coverage can be used without my consent, in any capacity that the Organizers deems appropriate.

3. THAT I HAVE CAREFULLY READ THIS RELEASE, WAIVER, AND ASSUMPTION OF RISK AGREEMENT AND I FULLY UNDERSTAND THIS DOCUMENT AND THAT I AM FREELY AND VOLUNTARILY EXECUTING SAME.

Participant's Signature

Date

PARENTAL CONCENT FOR MINOR PARTICIPANT and INDEMNITY AGREEMENT

I have read and understood the above waiver, release and indemnity, and have discussed the same with the minor person signing above. I am satisfied the said minor understands the waiver and release and his/her obligations as set out. In consideration of the participation of my minor child/ward I too agree to waive, release and indemnify the Releasees, Associations and Organizers in the terms set out above.

I am aware that by signing this agreement I am waiving substantial legal rights, which my minor child/ward and I, our respective heirs, executors, administrators and next of kind may have against the Releasees, Associations and Organizers.

Parent/Guardian Signature

Date