

Date: _____ Time: _____ Participant's Initial _____

**RELEASE OF LIABILITY, WAIVER OF CLAIMS
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY!

_____	_____	_____	_____
First Name	Last Name	Initial	Signature
_____	_____	_____	_____
Address	City	Prov./State	Date of Birth
_____	_____	_____	_____
Country	Postal/Zip Code	Telephone	

Emergency Contact:

_____	_____	_____	_____
First Name	Last Name	Cell Phone	Telephone

TO: CANADA PACIFIC TRIALS ASSOCIATION (the OPERATOR), HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA and ALL CLUBS OR ORGANIZATION WHO PROVIDE OR MAKE AVAILABLE SUPPORT OR SERVICE FOR THE OPERATOR, and their respective directors, officers, employees, agents, guides, volunteers, independent contractors, representatives, successors and assigns (hereinafter referred to as "the RELEASEES")

In this Agreement, the term "Motorcycle Activities" shall include all activities, events, trial competitions or services provided, arranged, organized, conducted, sponsored, or authorized by the Operator and shall include but are not limited to use of the trials riding area, warm up area, bike storage area, trial activity in the trials riding area or in and around the trials riding area and other such activities events and service anyway connected with or related to those activities.

ACKNOWLEDGEMENT - SAFETY

I acknowledge that I am required to wear an approved helmet suitable for motorcycle trials riding and other safety equipment while participating in Motorcycle Activities. I am aware that there are volunteer staff and others available to answer any questions that I may have as to the suitability of my equipment. I am aware that the physical exertion required of trial activities and the forces exerted on my body can activate or aggravate pre-existing physical injuries, conditions or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with the trial activity and assumption of risk.

ASSUMPTION OF RISKS

I am aware that the Motorcycle Activities involved, many risk, dangerous and hazardous activity included but not limited to changing weather condition, problems with the trials course (loop), difficulties with the communication between volunteers and staff, the activities of visitors and spectators, unforeseen actions of other motorcyclists who should not be on the trials course (loop) and other similar related but perhaps unexpected actions, also the action of equipment malfunction, collision with other participants or other events. There is also a possible failure to remain within the designated section and course or other participant's negligence; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD TO PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOTORCYCLE TRIAL ACTIVITIES.** I am also aware that these risks, dangers, and hazard referred to above exist on trial terrain that may be uncontrolled, unmarked and not inspected.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MOTORCYCLE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND A POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THERE FROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES allowing me to participate in **MOTORCYCLE ACTIVITIES** and permitting my use of their property, trials riding area and related services and facilities all part of the Motorcycle Activities and for other good and valuable consideration the receipt and sufficiency of which is acknowledged I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense, or injury including death that I may suffer or that my next of kin may suffer resulting from either my use of or my presence on the RELEASEES facility DUE TO ANY CAUSE WHATSOEVER INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT RSBC 1996 C. 337 ON THE PART OF THE RELEASEES AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD TO PROTECT ME FROM THE RISKS, DANGERS, HAZARDS OF THE MOTORCYCLE ACTIVITIES REFERRED TO ABOVE.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for damage to property or personal injury to any third party resulting from my use or presence on the RELEASEES property and trial trial competitions.
3. This agreement shall be effective and binding upon my heirs, next to kin, executors, administrators, assigns and representatives in the event of my death or incapacity.
4. This agreement and any rights duties and obligations as between the parties to this agreement shall be governed and interpreted solely in accordance with the laws of the Province of British Columbia, and no other jurisdiction.
5. Any litigation involving parties to this agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the courts of the Province of British Columbia.
6. To consent to having photos or videos taken of me while participating in trial activities and to the publication of the photos or videos by the RELEASEES for advertising, marketing, promotional purposes.

I AM NOT RELYING UPON ANY ORAL OR UNWRITTEN REPRESENTATIONS OR STATEMENTS MADE BY THE RELEASEES WITH RESPECT TO THE SAFETY OF MOTORCYCLE ACTIVITIES OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHT WHICH I OR MY HEIRS, NEXT TO KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

FOR PARTICIPANTS OF MINORITY AGE, I HEREBY CERTIFY THAT I AS PARENT – GUARDIAN, WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT OF MINORITY AGE DUE CONSENT AND AGREE TO HIS/HER RELEASE OF ALL THE RELEASEES AND FOR MYSELF, MY HEIRS, NEXT TO KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES. I RELEASE AND AGREE TO INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO THIS PARTICIPATION OF MINORITY AGE'S PARTICIPATION IN THESE MOTORCYCLE ACTIVITIES.

Signed this _____ day of _____, 20_____

Signature of Participant

Witness Signature

Print Name

Witness Name

Signature of Parent/Guardian of Participant under 19 of age

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED AND SIGNED, AND WITNESSED PRIOR TO PARTICIPATING IN ANY MOTORCYCLE ACTIVITY

Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (*.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

Event Signup

Fee: ☐ Member ☐ Non-Member ☐ Small Wheel ☐ Event Host

Amount Paid: _____ ☐ CAD ☐ USD

Bike: _____

Class: ☐ Champ ☐ Expert ☐ Advanced ☐ Senior 45 (Advanced)

☐ Intermediate ☐ Sportsman (Intermediate) ☐ Vintage

☐ Junior ☐ Beginner