

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter, the "Release Agreement")

**BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT
PLEASE READ CAREFULLY!**

Initial

TO: Community Recreational Initiatives Society and Elevation Outdoors Experiential Programs Association, doing business as "Kelowna Bike Rentals" and all related companies and their directors, officers, employees, instructors, guides, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors, assigns, and event organizers, promoters, sponsors and advertisers (collectively the "Releasees").

DEFINITIONS

In this Release Agreement, the term "Riding" shall include, but is not limited to, the use of electric bikes (e-bikes), road bikes, adaptive bikes, mountain bikes, all other types of bicycles and related equipment rental from the Releasees (collectively, the "Equipment"), travel, transport and other activities, events and services in any way connected with or related to the Equipment, including Bike tours, training, trips and demonstrations.

RENTAL AGREEMENT

- I accept full responsibility for the Equipment rented under this Release Agreement. I agree to pay for any damage that the Equipment sustains while in my care and replace the Equipment at full retail value if not returned by the agreed date. I agree to pay late fees if the Equipment is returned on the same date but after the agreed upon time.
- I am familiar with the proper use of the Equipment, including all quick release mechanisms, brakes, gear shifters, lights, indicators, horn, throttle, kickstand and starter (as applicable). I am aware that there are technicians available to answer any questions that I may have as to the proper use of the Equipment.
- I acknowledge that I have been advised to wear an approved helmet while Riding. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet and other safety equipment is worn.
- I am aware that Riding on any roadway is subject to municipal by laws and provincial highway traffic regulations and that I am responsible for knowing and complying with all applicable laws when Riding.

PARTICIPANT HEALTH AND MEDICAL RECORD

I have not been told by a doctor not to use the Equipment or participate in Riding. I do not have any condition(s) that are incompatible with, or would prevent me from safely participating in, Riding or using the Equipment. If I have any questions or concerns regarding my ability to safely participate in Riding or using the Equipment, I will discuss these questions or concerns with the Releasees prior to participating in Riding or using the Equipment.

ASSUMPTION OF RISKS

I am aware that my use of the Equipment and my participation in Riding involves many risks, dangers, and hazards including, but not limited to: loss of control or falling from a bike; mechanical or electrical failure of the Equipment; improperly adjusted, calibrated or maintained Equipment; failure of safety equipment; slips, trips and falls; difficulty or inability to control one's speed and direction; failure to ride safely or within one's own ability; rapid or uncontrolled acceleration on hills; variation or changes in the riding surface; variation or changes in the ground's surface including slippery surfaces, holes, depressions, loose gravel, etc.; impact or collision with man-made and natural objects including trees, rocks and structures; travel on highways and roads; encounters with domestic and wild animals; fatigue, stress, dehydration, overexertion and lack of fitness; exposure to water and sun; collisions with pedestrians, motor vehicles, cyclists or others; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF RIDING OR MY USE OF THE EQUIPMENT.**

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH RIDING AND USE OF THE EQUIPMENT AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS; AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of the Releasees permitting me to rent and use the Equipment and participate in Riding, I 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 or arising out of any aspect of my use of the Equipment or participation in Riding, including in respect of the selection, design, manufacture, inspection, maintenance, installation, or adjustment of the Equipment, or in respect of the provision of or the failure to provide any warnings, directions, or instructions, or guidance as to the use of the Equipment or the participation in Riding **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 OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337 ON THE PART OF THE RELEASEES I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage, loss or personal injury to any third party resulting from my use of the Equipment or participation in Riding;
- 3.** This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death or incapacity;
- 4.** This Release Agreement and any rights, duties, and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction; and
- 5.** Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

I HAVE READ THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN RIDING OR USE OF EQUIPMENT IN ANY WAY RELATED TO THE RELEASEES.

Signature of Participant	Signature of Legal Guardian (if Applicable)
Printed Name of Participant	Printed Name of Legal Guardian (if Applicable)
Date	Signature of Technician