

Cyklus Vancouver, Vancouver, BC – / hello@cyklusvancouver.com

Release, Waiver and Assumption of Risk Cyklus Vancouver Bike Events, Tours and

Activities - 2018 and beyond

I, _____ hereby acknowledge and agree that in consideration of being permitted to participate in Cyklus Vancouver cycling and hiking events or tours (the "cycling events"):

1. I hereby release Cyklus Indoor Cycling Inc., its related entities and their respective partners, officers, directors, employees, independent contractors and agents (collectively, "Cyklus Indoor Cycling Inc.") from all liability or responsibility whatsoever, and hereby waive as against Cyklus Indoor Cycling Inc. all recourses, proceedings, claims, and causes of action of any kind whatsoever, in respect of all personal injuries or property losses that I may suffer arising out of or connected with my preparation for, or participation in, the cycling events or tours, even if such injuries or losses are caused solely or partly by the negligence of Cyklus Indoor Cycling Inc.

2. I also hereby acknowledge and agree that:

- the sport of cycling is very dangerous and exposes participants to many risks and hazards, some of which are inherent in the very nature of the sport itself, others of which result from human error and negligence on the part of other participants or on the part of the persons involved in preparing, organizing and conducting the cycling events or tours;
- as a result of these risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss;
- some of these risks and hazards are foreseeable, but others are not;
- I nevertheless freely and voluntarily assume all these risks and hazards, and accordingly, my preparation for and participation in the cycling events or tours will be entirely at my own risk;
- I understand that Cyklus Indoor Cycling Inc. does not assume any responsibility for my safety during the course of my preparation for or participation in the cycling events or tours;
- I have carefully read and I fully understand, and I am freely and voluntarily signing, this **RELEASE, WAIVER, AND ASSUMPTION OF RISK** agreement;
- should I opt to hand over any property to Cyklus Indoor Cycling Inc. I will not hold Cyklus Indoor Cycling Inc. responsible for any loss or damage to that property;
- I understand clearly that by signing this release I will be forever prevented from suing or otherwise claiming against Cyklus Indoor Cycling Inc. for any loss or damage connected with any property loss or personal injury, howsoever arising, that I may sustain while participating in or preparing for the cycling events or tours, whether or not such loss or injury is caused solely or partly by the **NEGLIGENCE** of Musette Tours Inc.;
- I have been given the opportunity and have been encouraged to seek independent legal advice before signing this agreement, and I have obtained such advice or voluntarily chosen not to do so;
- I understand clearly that Cyklus Indoor Cycling Inc. would not permit me to participate in the cycling events or tours unless I signed this **RELEASE, WAIVER, AND ASSUMPTION OF RISK** agreement, that this **RELEASE, WAIVER AND ASSUMPTION OF RISK** agreement applies to the cycling events or tours 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 the cycling events or tours in order to be effective;
- this **RELEASE, WAIVER, AND ASSUMPTION OF RISK** agreement is binding on me, my heirs, my executors, administrators, personal representatives and assigns; and
- I am physically capable of participating in the cycling events or tours, and I have no pre-existing conditions that would hinder my ability to participate in the cycling events or tours.
- The lessee of this bicycle agrees to waive all claims and/or causes of action against the Lessor (Cyklus Indoor Cycling Inc.) arising from the operation, use or misuse of the bicycle.
- The renter also agrees to pay all charges, including rental of and damages to the equipment, which accrue because of the rental, and will at the expiration of the rental period leave the equipment in as good condition as received by the renter, ordinary wear and tear expected.
- Theft of the rental bicycle and replacement is the sole responsibility of the renter.
- Renter also agrees to be responsible for misplaced, unlocked, or lost equipment and locks.

Dated _____.

_____ Participant Signature

Name _____ (printed)

_____ Witness

Name _____ (printed):