

BY AGREEING TO THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. **PLEASE READ CAREFULLY**

In consideration of allowing me to ride along with the Spinning Wheels Relay (“SWR”), (which defines me as a “Participant”) on a leg of, including any pre- or post-ride activities during the Spinning Wheels Relay (the “Event”), I, for myself, my personal representatives, assigns, heirs and next of kin represent, warrant, agree and covenant as follows:

1. I FULLY UNDERSTAND that the Event will take place wholly or in part on a public highway and that riding a bicycle, whether on a public highway or offroad pathway involves risks and dangers of, among other things, serious personal injury, including permanent disability, disfigurement, paralysis and death, as well as property loss, economic loss and risk of other losses. These risks and dangers may be caused by my own actions or inactions, the actions or inactions of other drivers or users of the public highway or offroad pathway, collisions with other bicycles, vehicles or pedestrians, terrain or weather conditions, wildlife or domestic animals, lack of water, food or medication, actions or inactions of other Participants, the actions or inactions, negligence or gross negligence of the Releasees named below or any other cause whatsoever. I FULLY ACCEPT AND ASSUME all such risks and dangers and accept and assume full responsibility for all injuries, losses, costs and damages which I may incur or suffer as a result of my participation in the Event.

2. I ACKNOWLEDGE, AGREE AND REPRESENT THAT:

I have satisfied myself, and believe, that I am physically, emotionally and mentally able and fit to participate in the Event, and that my equipment, including my bicycle, helmet and other protective gear, are appropriate for use in the Event, whether on a public highway or offroad pathway;

I understand and agree to refrain from consuming any alcoholic beverages or drugs, illegal or legal, including any prescription drugs that may impair my judgment or my ability to operate my equipment before and during the Event. I agree that the SWR may refuse to allow me to participate in the Event or may remove me from the Event if I am suspected of being under the influence of alcohol or drugs, and I will not be entitled to any refund or compensation.

I understand that all applicable legislation, including, Highway Traffic Laws and Regulations, local by-law requirements, and all rules set by any private or public owners of the roadways or offroad pathways must be followed, and that **at all times the sole responsibility for my personal safety and my equipment remains with me;** and

I will immediately remove myself from participation in the Event if at any time I sense or observe any unusual hazard or unsafe condition, if I feel that I have experienced any deterioration in my physical, emotional, or mental fitness, or that of my equipment, or if I have exceeded my comfort level for continued participation in the Event.

I HEREBY RELEASE, DISCHARGE, AGREE NOT TO SUE AND AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS SWR, and all organizers, sponsors, volunteers, or other persons assisting with the Event, and each of their respective affiliates, successors, directors, officers, employees, agents and representatives (all of whom are collectively referred to as the "Releasees") from all liability, claims, demands, losses or damages on my account caused or alleged to be caused for any reason whatsoever, including without limitation, in whole or in part by the negligence or gross negligence of any or all of the Releasees or otherwise, including during rescue operations or first aid attempts, and I further agree that if, despite this Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement, I or anyone on my behalf or by reason of their relationship to me, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, legal fees and disbursements on a full indemnity basis, loss, liability, damages or costs which any and all of the Releasees may incur as a result of such claim.

I consent to receive medical treatment in the event of injury or illness suffered by me during the Event, and I agree to pay for the costs of any such medical treatment without contribution from any of the Releasees.

I consent to SWR, using or authorizing others to use any photographs, motion pictures or any other record of my participating in the Event, without remuneration, for any purpose including without limitation, on all advertising materials whether in print or digital, on their websites, or in their social media.

This Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement shall be interpreted and governed by the laws of the Province of Ontario and the laws of Canada applicable therein. I irrevocably submit to the exclusive jurisdiction of the Courts of the Province of Ontario with respect to any dispute arising under, or pertaining to, this Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement.

I HAVE READ AND UNDERSTAND THIS ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT AND I AM AWARE THAT BY BECOMING A PARTICIPANT IN THE EVENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY PERSONAL REPRESENTATIVES, HEIRS, NEXT OF KIN, AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I AGREE TO THIS WAIVER VOLUNTARILY AND WITHOUT INDUCEMENT AS OF THE DATE OF MY PARTICIPATION

Signed, sealed and delivered
