

CYCLING WITHOUT AGE SOCIETY

ACKNOWLEDGEMENT, WAIVER AND RELEASE

Read this document carefully. By signing this document you will waive or give up certain legal rights.

Whereas:

Cycling Without Age Society is a non-profit society that provides, inter-alia, opportunities for persons to engage in activities, including cycle rides and similar outdoor excursions (“Activities”) notwithstanding physical or other limitations.

The Activities involve certain risks and dangers including risk of personal injury, property damage or death.

The undersigned wishes to participate in Activities organized or provided by Cycling Without Age Society or is the legal guardian or committee of a person(s) wishing to participate in such Activities.

Acknowledgement:

The undersigned acknowledges having received and having had an opportunity to read and understand the Cycling Without Age Society Handbook and Confidentiality Guidelines, and agrees to abide by the procedures and policies described in them.

The undersigned hereby grants permission to Cycling Without Age Society to take photographs of Activities, including photographs of the undersigned or the Participant and to utilize such photographs in its discretion, including display on its website or social media pages.

Waiver and Release:

For and in consideration of Cycling Without Age Society permitting the undersigned or the Participant to participate in Activities, the undersigned agrees as follows:

1. The undersigned acknowledges that the Activities and other programs sanctioned or organized by Cycling Without Age Society involve certain inherent risks, including but not limited to the risk of personal injury, death, and property damage.
2. The undersigned accepts responsibility for the participation of the undersigned or the Participant in Activities and accepts the risk of personal injury, death, or property damage arising from any cause whatsoever.
3. The undersigned hereby waives and releases any and all claims the undersigned or the Participant or their personal representatives may have or may in the future have against Cycling Without Age Society, its directors, officers, members, agents, contractors, volunteers and employees (“Releasees”), arising at law or in equity due to any cause whatsoever, including negligence, breach of contract, breach of duty of care, breach of statute, or the failure of the part of the Releasees to take personal steps to safeguard or protect the undersigned or the Participant from the risk of dangers and hazards of Activities referred to above.
4. The undersigned, for him/herself and the Participant, further agrees to hold harmless and indemnify the Releasees from any and all liability, including personal injury, death, or property damage to any third party resulting from participation of the undersigned or the Participant in Activities.
5. This Waiver and Release shall be effective and binding upon the heirs, next of kin, executors, administrators, assigns and representatives of the undersigned and the Participant.
6. This Waiver and Release shall be interpreted pursuant to the laws of the Province of British Columbia.
7. Optional representative acknowledgment: I hereby certify that I am the adult guardian or power of attorney of _____, a minor child or person of limited capacity (“Participant”). I consent to the Participant taking part in Activities, knowing the risks described above, and I agree, personally and on behalf of the Participant, to assume the risks described above and to execute this Acknowledgment, Waiver and Release on behalf of the undersigned and the Participant.

The undersigned acknowledges having carefully read and freely signed this Waiver and Release.

Dated at _____, BC, this ___ day of _____ 2023.

Witness Signature)	Participant Signature
)	
)	
)	
Printed Name)	Printed Name
)	
)	
)	
		Name of Participant, if different from that of Signatory