ASSUMPTION OF RISK, WAIVER OF CLAIMS, AND RELEASE OF LIABILITY AGREEMENT
This is a binding legal agreement. Clarify any questions or concerns before signing.

This Agreement must be signed by the Participant and/or the Participant's parent/guardian (if applicable, when the Participant is younger than 18 years old) prior to participation.

The Participant acknowledges and agrees to the terms outlined in this document. When applicable, the Participant's parent/guardian acknowledges and agrees to the terms on behalf of the Participant and references in this document to the Participant agreeing to or acknowledging a risk or term is understood to be referring to the Participant's parent/guardian agreeing to or acknowledging the risk or term on behalf of the Participant.

ACTIVITIES
The Participant is voluntarily participating in the sport of cycling (including road, track, mountain bike, BMX, Gravel, Pump Track and cyclocross) and the spectating, orientation, instruction, activities, competitions, programs, and services (collectively the "**Activities**") of the Alberta Bicycle Association, operating as Cycling Alberta, and, when applicable, its Performance Bicycle Program. The Activities may include but are not limited to including competitions, meets, training, personal or strength training, dry land training, training using machines or weights, nutritional and dietary programs, orientational or instructional sessions or lessons, and aerobic and anaerobic conditioning programs.

The **Cycling Alberta**, along with **Cycling Canada**, and their directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "**Organization**") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during or as a result of the Activities and/or, when the Participant is 18 years old or older, when caused by the negligence of the Organization.

RISKS
The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis, and loss of life. These risks include:

a) Health: executing strenuous and demanding physical techniques; physical exertion; overexertion; stretching; dehydration; fatigue; cardiovascular workouts; rapid movements and stops; lack of fitness or conditioning; traumatic injury; sprains and fractures, spinal cord injuries, bacterial infections; rashes; and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof
b) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects or barriers that are a part of the premises such as fences, poles and stands; dangerous, unsafe, or irregular conditions on the grass, ground, other surfaces; extreme weather conditions; and travel to and from the premises
c) Use of equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of, or the failure by, the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; and failure to use or operate equipment within the Participant's own ability
d) Contact: physical contact with other participants, spectators, equipment, fences, poles, stands, wild animals, and hazards; and other contact that may lead to serious bodily injury, including but not limited to concussions and/or other brain injury or serious spinal injury
e) Advice: negligent advice regarding the Activities
f) Ability: failing to act safely or within the Participant's own ability or within designated areas
g) Sport: falls to the ground due to uneven or irregular terrain, gravel, roads, or surfaces; mounting, dismounting or falling off a bicycle; not wearing appropriate safety equipment, such as a helmet; failure to stay within the designated course area; and communication difficulties as a result of an accident

h) Conduct: the Participant's conduct and conduct of other persons including any physical altercation between participants
i) Travel: travel to and from the Activities

☐ The Participant accepts the inherent physical risks

Negligence. The Organization may be negligent, which may include failure by the Organization to take reasonable steps to safeguard or protect the Participant from the risks, dangers and hazards associated with participation in the Activities.

☐ The Participant accepts that the Organization may be negligent
(**check only if the Participant is 18 years old or older**)

TERMS

In consideration of the Organization allowing the Participant to participate in the Activities, the Participant agrees:

a) That the Participant is not relying on any oral or written statements made by the Organization or their agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities
b) That when the Participant practices or trains in their own space, the Participant (or the Participant's parent/guardian, if applicable) is responsible for the Participant's surroundings and the location and equipment that is selected for the Participant
c) That the Participant's mental and physical condition is appropriate to participate in the Activities and the Participant (or the Participant's parent/guardian, if applicable) assumes all risks related to the Participant's mental and physical condition
d) To comply with the rules and regulations for participation in the Activities
e) To comply with the rules of the facility or equipment
f) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and immediately bring their observations to a representative of the Organization
g) The risks associated with the Activities are increased when the Participant is impaired and the Participant will not participate if impaired in any way
h) That it is the Participant's (or the Participant's parent/guardian, if applicable) sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, the Participant (or the Participant's parent/guardian, if applicable) acknowledges and accepts the suitability and conditions of the Activity.
i) That the Participant (or the Participant's parent/guardian, if applicable) is responsible for choosing the Participant's safety or protective equipment and the secure fitting of that equipment.

ACTIVITIES STATUS

The Participant (and the Participant's parent/guardian, if applicable) agrees that the Organization has the discretion to cancel or modify the structure of any Activities due to a public health or safety issue, which may include removing specific disciplines or age groups from a competition, changing a competition format, or changing the manner in which individuals become eligible to participate.

The Participant (and the Participant's parent/guardian, if applicable) agrees that the Organization may implement and enforce guidelines for participation that may include signing declarations of compliance or requiring that personal protective equipment be worn by Participants (and their parents/guardians, if applicable). The Organization has the discretion to remove any Participant (and their parents/guardians, if applicable) who does not sign a declaration or wear personal protective equipment. When required, the Participant is responsible for providing their own personal protective equipment.

DISCLAIMER

When the Participant is 18 years old or older, the Participant assumes all risks arising out of, associated with or related to, participation in the Activities and waives any and all claims that the Participant may have now or in the future against the Organization. The Participant, when 18 years old or older, accepts and fully assumes all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from participation in the Activities.

When the Participant is 18 years old or older, the Participant forever indemnifies and releases the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which the Participant has or may have in the future, that might arise out of, result from, or relate to, participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the Organization's negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization.

For all Participants. The Organization is not responsible or liable for any damage to the Participant's vehicle, property, or equipment that may occur as a result of the Activities. This Agreement is intended to be as broad and inclusive as is permitted by law of the Province of Alberta and if any portion thereof is held invalid, the balance shall continue in full legal force and effect. The Participant (or the Participant's parent/guardian, if applicable) agrees to file any lawsuit against the Organization in the Province of Alberta and further agrees that the substantive law of the Province of Alberta will apply with regard to conflict of law rules.

ACKNOWLEDGMENT

The Participant (and the Participant's parent/guardian, if applicable) acknowledges that they have read and understand this Agreement, that they have executed this Agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. They further acknowledge that by signing this Agreement they have waived their right to maintain a lawsuit against the Organization on the basis of any claims from which they have released herein.

When the Participant is younger than 18 years old, the undersigned acknowledges and agrees that they are a parent/guardian of the Participant and have full legal responsibility for the decisions of the Participant.

Participant Name: _____

Participant Date of Birth: _____

Province / Territory: _____

Parent/Guardian Name: _____ (if the Participant is younger than 18 years old)

Signature: _____ Date:

Participant (if the Participant is 18 years old or older)

Signature: _____ Date:

Parent/Guardian (if the Participant is younger than 18 years old)