

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
(hereinafter this "Release Agreement")**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL  
RIGHTS, INCLUDING THE RIGHT TO SUE OR  
TO CLAIM COMPENSATION FOLLOWING AN  
ACCIDENT PLEASE READ CAREFULLY!**

INITIAL HERE

<b>Name</b>	Last	First	Middle Initial
<b>Address</b>	Street		
	City	Prov/State	Postal/Zip Code
<b>Email Address</b>		<b>Telephone</b>	Phone
<b>Date of Birth</b>	Year	Month	Day
		<b>Age</b>	

**EVENT DATES: January 1st, 2021 to December 31st, 2021**

**FOR ALL BC ENDURO SERIES INC. (BC ENDURO SERIES, CANADIAN NATIONAL ENDURO SERIES) RACES, EVENTS, TRIPS AND PRODUCTS OCCURRING DURING THE PERIOD BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2021. HOWEVER, THE OBLIGATIONS IN THIS RELEASE AGREEMENT WILL SURVIVE THIS PERIOD.**

**TO**

BC Enduro Series Inc., Edward (Ted) Morton, Norco Bicycles, Live To Play Sports Group Inc., Brooke Hanson, Keri Lewis, Jose Letelier, Jake Paddon, Toby Creek Adventures Ltd., Sun Peaks Resort LLP, Panorama Mountain Village Inc., Whistler Off-Road Cycling Association, Stonebridge, Vail Resorts Inc., The Vail Corporation, Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, each of their affiliated companies and subsidiaries, and their directors, officers, employees, agents, independent contractors, subcontractors, representatives, successors and assigns, and all organizers, officials, workers, volunteers, participants, sponsors, promoters and advertisers involved with mountain biking with BC Enduro Series Inc. all of whom are hereinafter collectively referred to as "THE RELEASEES").

**MOUNTAIN BIKING**

In this Release Agreement, the term "Mountain Biking" shall include all activities, events, services or use of facilities provided, arranged, organized or conducted by the Releasees including but not limited to: cycling; bike descents; mountain bike tours; bicycle camps; bicycle skills training; use of trails and roads; guided mountain bike activities; races; competitions; demonstrations and events; orientation and instructional courses and sessions; group rides, trail building days; dual slalom, downhill, BMX, use of and all other related activities events or services, transportation, accommodation, food & beverage, water supply, rescue and first aid services.

**ASSUMPTION OF RISKS**

Injuries are a common and expected part of Mountain Biking. Mountain Biking in any of the Releasees's events, can take place on steep and rugged terrain and features that are both physically and technically challenging and will expose the rider to many risks, dangers and hazards, which can potentially cause death or permanent disability. These risks include but are not limited to: transportation in vehicles, use of chairlifts and gondolas; changing weather conditions; mechanical failure of equipment; interpretation of course marking; absence of course marking; dehydration; falls; loss of balance; high speed descents; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration or deceleration on hills and inclines; extreme variation in cycling terrain including steep or slippery sections, trees, roots, tree stumps, rocks, logs, cliffs, rock drops, loose gravel, holes, depressions, streams and creeks, forest service roads, culverts, man-made or natural obstacles; riding and racing new trails without practice OR previewing the course; constructed features such as bridges, ramps, ladders, bumps, berms, jumps, and drops; collision with natural and constructed objects, other mountain bikers, vehicles, pedestrians, spectators and officials; encounters with domestic and wild animals including dogs and bears; negligence of other riders or users of the premises; 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 THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING.**

**SAFETY**

**I agree to wear an appropriate full-face helmet, manufactured within the past three (3) years, at all times while participating in Mountain Biking events. I understand that if I do not comply with the preceding sentence that I will be refused entry to any Mountain Biking events.** I have been advised to wear other protective equipment, including elbow, forearm and knee/shin armor when Mountain Biking. I further agree that my bike is serviced by a qualified mechanic and is in exemplary working order at the time of my participation in any BC Enduro Series Inc. events.

**COMPETITIONS**

I acknowledge that the risks, dangers and hazards on Mountain Biking are increased during races, competitions and contests, due to the competitive nature of the activity and the fact that there will be other participants on course. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or resulting therefrom.

**MEDIA RELEASE**

I consent to the use of my name, portrait, picture or photograph, or presence in a video, as part of any of the Releasees's undertakings. I understand that my name or image may be published or otherwise used at any time and on any medium (including, electronic, print, and other media). I agree that I shall have no claim against the Releasees or against anyone accessing media on which my name or image appears.

<b>PARTICIPANT INITIAL HERE</b>	<b>PARENT/GUARDIAN INITIAL HERE</b>
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**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of my participation in Mountain Biking with the Releasees and my use of the Releasees’s services, equipment and facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby 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, as a result of my participation in Mountain Biking, 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, 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 THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING REFERRED TO ABOVE.

2. I HAVE TAKEN EVERY OPPORTUNITY TO FULLY INFORM MYSELF ABOUT THE RISKS, BOTH KNOWN AND UNKNOWN ABOUT THE EVENT. I knowingly and freely ASSUME ALL SUCH RISKS, assume full responsibility of those risks for my participation in the event. **I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MOUNTAIN BIKING 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;**

3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Mountain Biking;

4. 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;

5. 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 the Province of British Columbia and no other jurisdiction; and

6. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Province of British Columbia;

7. I consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment; and

8. BC Enduro Series Inc. reserves the right, in its sole and absolute discretion, to postpone, cancel, or modify the event due to weather conditions, Acts of God or other factors either within or beyond the control of BC Enduro Series Inc. **I understand that NO REFUNDS OR EXCHANGES will be granted in the event of such postponement, cancellation or modification.**

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, 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.**

Witness’s Signature
Witness’s Printed Name
Date dd/mm/year

<i>Participant Signature</i> Participant’s Signature
<i>Participant’s Printed Name</i> Participant’s Printed Name
Signature of Parent or Guardian if participant is under age 19
Printed Name of Parent or Guardian