

GUELPH OFF-ROAD BICYCLING ASSOCIATION INC.
(hereafter referred to as, "GORBA")

SPECIAL EVENT RELEASE, WAIVER AND INDEMNITY

I understand that my participation in the GORBA special event known as, the " _____ " is conditional upon my execution of this document.

I am aware that cycling involves the possibility of serious injury or death or damage to my property and that the risks may be greater while participating in this **Special Event** than during regular cycling activities. I accept these risks and all others even if arising from the negligence, gross negligence, or negligent rescue by those associated in any way with this **Special Event** including, without limitation, other GORBA members, volunteers, venue land owners, organizers or any of their directors, officers, employees, representatives, agents or assigns (the "Releasees").

I understand and agree to be bound by all of the rules for this **Special Event**, including without limitation, all of the rules, regulations and by-laws of GORBA.

I understand that **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY AND FOR THE SAFETY OF MY PROPERTY REMAINS WITH ME.**

I certify that I have prepared myself physically and emotionally for participation in this **Special Event** and I am aware of my abilities and limitations. I further certify that I have examined my bicycle and any other property to be used in this **Special Event** and have determined them to be in safe working order. I undertake to remove myself from participation in this or any other event if I sense or observe any unusual hazard or unsafe condition or if at any time I feel unfit or unable to safely continue to participate. I agree to participate within the bounds of my ability.

In consideration of my participation in this **Special Event**, the value of which I hereby acknowledge, I give a **FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I have, or may have in the future against GORBA and all other Releasees from all liability for any loss, damage, injury, or expense that I may suffer as a result of my participation in any part of this **Special Event**, or for my presence at the venue at which this **Special Event** will take place, due to any cause whatsoever including the forms of negligence set forth above or from any breach of contract, statutory duty, or other duty of care owed by GORBA or the other Releasees, individually or severally, to me. **I FURTHER AGREE NOT TO SUE AND AGREE TO INDEMNIFY AND SAVE HARMLESS** GORBA and the other Releasees, individually and severally, from all expenses, fees, liability, damage award or judgment of any kind whatsoever arising from my participation in this **Special Event**.

I acknowledge that I have signed a similar waiver as a condition of my membership in GORBA and that I may have signed similar documents to this one as conditions to other events initiated by GORBA. It is my intention that any conflict between various waivers be read in the terms most favourable to GORBA and the other Releasees.

I HAVE READ AND UNDERSTOOD THIS RELEASE, WAIVER AND INDEMNITY. I am aware that by signing this document, I am waiving substantial legal rights including the right to sue on my behalf and on behalf of my heirs, executors, administrators, and assigns.

Dated at Guelph, Ontario this _____ day of _____, 2_____.

(signature)

witness

(print name)