



**RELEASE OF LIABILITY,
WAIVER OF CLAIMS,
ASSUMPTION OF RISKS, AND
INDEMNITY AGREEMENT**

**WARNING: BY SIGNING THIS DOCUMENT
YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING YOUR RIGHT TO SUE
OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

INITIAL

*This Agreement must be completed in full, signed, and dated
before participants are allowed to participate in GKMA off-road motorcycling or GKMA event.*

TO: Greater Kamloops Motorcycle Association (“GKMA”), and their directors, officers, employees, agents, successor and assigns, and all organizers, officials, workers, volunteers, participants, sponsors, promoters and advertisers (all of whom are collectively referred to as the **“Releasees”**).

I _____ understand and agree that my presence at any GKMA event or activity, including at Whispering Pines or any other location, for the purpose of off-road motorcycling, riding, trail preparation or otherwise interacting with off-road motorcycles under the supervision, possession or control of the Releasees and all activities associated with off-road motorcycling, riding, trail preparation or otherwise interacting with off-road motorcycles under the supervision, possession or control of the Releasees (defined in this Agreement as the “Activities”) is conditional upon my agreeing with the terms contained in this Agreement and my signing this Agreement:

1. I am aware that the Activities involve certain inherent risks, dangers and hazards that can result in serious personal injury or death. The very nature of the Activities takes place outdoors and on rugged terrain with features that are both physically and technically challenging and will expose me to many risks, dangers and hazards is hazardous and risky, including, but not limited to:
 - (a) Falls, loss of balance, crashes, difficulty or inability to control speed and direction;
 - (b) Variation in terrain including steep or slippery sections, trees, roots, tree stumps, cliffs, rocks, rock drops, loose gravel, holes, depressions, streams and creeks as well as constructed feature such as bridges, ramps, bumps, berms, jumps, and drops;
 - (c) The out-doors, wildlife, rough terrain with obstacles and hazards, extreme or quickly changing weather conditions including extreme heat or unseasonable cold, flood, lightning, fire, windstorm, or other natural disasters;
 - (d) Circumstances where emergency equipment or arrangements may fail, or fail to be provided in a timely way, or be negligently provided including negligence in the training of emergency procedures or the use of emergency equipment;

- (e) The conduct of the directors, officers, employees, agents, organizers, officials, workers, volunteers, participants, sponsors, promoters and advertisers of the Releasees, which may be wrong, improper, careless or negligent; or
- (f) Other participants in the Activities who may be inexperienced, negligent, or reckless and may, for other reasons as well, endanger the safety of other participants in the Activities, including myself.

2. I accept these risks, dangers and hazards associated with the Activities, and I freely agree to assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting from the Activities.
3. I represent to the Releasees that I have the experience required to participate safely in the Activities and that I am not aware of any physical or mental condition that would impair my capability to fully participate in the Activities.
4. I agree to obey all guidelines, rules and/or regulations relating to the Activities as directed by the Releasees, and agree to wear such protective clothing and equipment as directed by the Releasees, and that **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, including my physical and emotional preparation and fitness to participate in the Activities.
5. I consent to receive basic first aid treatment offered to me by the Releasees and authorize the Releasees to seek first aid and medical treatment by medical personnel and agree to pay the costs of any rescue or medical attention rendered to me or for my benefit.

6. I give a **FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS TO THE RELEASEES** from any and all liability for any personal injury, death, loss, damage, or expense of any kind that I may suffer as a result of my participation in the ACTIVITIES, or that my heirs, next of kin, executors, administrators or assigns may suffer due to any cause whatsoever, including but not limited to NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY DUTY or DUTY OF CARE ON THE PART OF the RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF the RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE.

INITIAL

7. I AGREE NOT TO SUE and I further agree TO INDEMNIFY AND SAVE HARMLESS the RELEASEES from all expenses, fees, liability, damage award or cost of any type whatsoever resulting from my participation in the Activities.
8. In entering into this Agreement, I am not relying upon any oral or written representations or statements made at any time by the RELEASEES.
9. **I am nineteen (19) years of age or older and HAVE READ AND UNDERSTOOD THIS AGREEMENT. I am aware that by signing this Agreement, I am waiving certain legal rights that I or my heirs, next of kin, executors, administrators and assigns has, or may have, against the RELEASEES.**

Signed this _____ day of _____, 20__.

Name (please print))	Witness Name
)	
)	
Signature)	Witness Signature