

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

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR  
BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION  
FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

SIGNATURE OF CLIENT/PARTICIPANT

<b>Name</b>	Last	First	Initial	
<b>Address</b>	Street			
	City	Prov/State	Country	Code
<b>Email</b>				
<b>Date of Birth</b>	Year	Month	Day	Age
	<b>Telephone</b>		Home	Office

**TO: GREATER KAMLOOPS MOTORCYCLE ASSOCIATION Inc.** its directors, members, officers, employees, agents, independent contractors, subcontractors, representatives, successors and assigns, and all organizers, officials, workers, volunteers, participants, sponsors, promoters, guides, rescue personnel, underwriters, consultants, and advertisers involved with the Greater Kamloops Motorcycle Association (all of whom are hereinafter collectively referred to as "the Releasees")

**MOTORCYCLE ACTIVITIES**

In this Release Agreement, the term "**motorcycle activities**" shall include but is not limited to: off-road or backcountry motorcycling, motorcycling on trails, and all activities, services and use of and facilities either provided, arranged or organized by the Releasees including orientation and instructional sessions, and all travel by or movement around motorcycles or other vehicles.

In this Release Agreement, the term "**negligence**" includes the failure by the Releasees to use such care as a reasonably prudent and careful businessperson would use under similar circumstances, or breach of any other duty of care imposed by law.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MOTORCYCLE ACTIVITIES 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 FROM MOTORCYCLE ACTIVITIES.**

**ASSUMPTION OF RISKS – TERRAIN, WILDERNESS TRAVEL, WEATHER**

Injuries are a common and expected part of Motorcycling. Motorcycling 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; ; changing weather conditions; mechanical failure of equipment; falls; loss of balance; high speed descents; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration on hills and inclines; extreme variation in terrain including steep or slippery sections, trees, roots, tree stumps, rocks, logs, cliffs, rock drops, loose gravel, holes, depressions, streams and creeks; riding and racing new trails without practice; constructed features such as bridges, ramps, ladders, bumps, berms, jumps, and drops; collision with natural and constructed objects, other motorcyclists, 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF MOTORCYCLE ACTIVITIES.**

**SAFETY**

I acknowledge that I have been advised that I must, and I will wear an appropriate helmet and other protective equipment such as boots, chest, back shoulder, elbow, forearm and knee/shin armor when Motorcycling. I have been advised to wear an approved helmet while participating in all motorcycling activities, and to comply with all applicable municipal and provincial highway laws and regulations. I recognise that serious head injury or death can result even when a helmet is worn. I understand that helmets are mandatory at all Competitions or Events run by The Releasees. I am aware that communication in remote terrain may be difficult, and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed. Weather conditions may be extreme and can change rapidly and without warning.

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SIGNATURE OF  
CLIENT/PARTICIPANT

I am aware that the physical exertion required by Off-Road Riding and forces exerted on the body can activate or aggravate pre-existing injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with Motorcycle activities.

I acknowledge and confirm that I will not be under the influence of drugs and/or alcohol while participating in Motorcycle activities.

**COMPETITIONS AND EVENTS**

I acknowledge that the risks, dangers and hazards of Motorcycling 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 loss resulting therefrom.

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

In consideration of the Releasees allowing me to participate in motorcycle activities as defined in this Release Agreement, 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 motorcycle activities, **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 ANY APPLICABLE OCCUPIER'S LIABILITY LEGISLATION 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF MOTORCYCLE ACTIVITIES REFERRED TO ABOVE;**

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my participation in motorcycle activities;
3. 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;
4. 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 British Columbia and no other jurisdiction; and
5. 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 Courts of British Columbia.

~~If any portion of this agreement shall be held to be invalid or unenforceable, such provision shall be stricken and the remainder of the agreement shall remain in full force and effect to accomplish the intent and purpose of the parties. The parties agree to negotiate the severed provision to bring it within the applicable legal requirements to the extent possible.~~

**PHOTO/VIDEO RELEASE** – I understand that during Off-Road Riding I may be photographed or videotaped and I consent to such photographs and/or video taken of me being used for advertising, promotional or marketing purposes.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of motorcycle activities, other than what is set forth in this Release Agreement.

**BY CLICKING THE CHECKBOXES ABOVE, APPLYING MY INITIALS, APPLYING MY ELECTRONIC SIGNATURE WHERE PROVIDED BELOW AND CLICKING THE SUBMIT BUTTON BELOW, I ACKNOWLEDGE, AGREE AND CERTIFY AS FOLLOWS:**

- (A) I HAVE READ AND REVIEWED THE AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS;**  
**(B) THE ABOVE INFORMATION IS TRUE AND CORRECT IN ALL RESPECTS AS OF THE DATE AND TIME THAT I HAVE CLICKED THE SUBMIT BUTTON;**  
**(C) I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES; AND**  
**(D) I HAVE THE POWER AND AUTHORITY TO AGREE TO THE AGREEMENT.**

Witness Signature
Please Print Name of Witness

Signature of client/participant
Date