

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, PHOTOGRAPHY RELEASE
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
OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

INITIAL

TO: SQUAMISH MOUNTAIN BIKE FESTIVAL SOCIETY ("SMBFS") and its directors, officers, employees, volunteers, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, private property owners, successors and assigns, including without limitation the District of Squamish, Westwood Ridge Development Corp., Polygon Homes, Polygon Realty Limited, Polygon Development 315 Limited & Polygon Development 330 Ltd., and Executive Suites Hotel & Resort Squamish (all of whom are hereinafter referred as the "Releasees").

DEFINITION

In this Release Agreement, the term "**Activities**" shall include all activities, races, events, programs, demonstrations, or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: mountain biking, cycling, competitive mountain bike racing, and other such activities, events and services in any way connected with or related to mountain biking, mountain bike racing, including the Spakwus 50 or other events, or the use of any race course or race area and facilities.

ASSUMPTION OF RISKS

I am aware that the Activities involve many risks, dangers and hazards including, but not limited to: mechanical failures of equipment, loss of balance; difficulty or inability to control one's speed and direction; variation or steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; variation in the terrain that may create blind spots or areas of reduced visibility; variation or changes in the riding surface including rocks, gravel, cliffs, trees, roots, tree stumps, streams and creeks and manmade structures such as bridges, ladders, berms and jumps; changing weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the sites used for the Activities; travel on highways and backcountry roads; encounters with domestic and wild animals including dogs, bears and cougars; collision with other persons including, but not limited to, other racers, spectators, hikers, volunteers and course marshals; the failure to act and ride safely or within one's own ability;; becoming lost or separated; negligent first aid; negligence of other riders, hikers, spectators, course marshals, volunteers and other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES.** I am also aware that the risks, dangers and hazards referred to above exist throughout any race course and that many are unmarked.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED THE 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 THEREFROM.

I understand that all applicable rules for participation must be followed and that **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, including my physical and emotional preparation and fitness to participate in the Activities. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time, at any event or program, I feel unable or unfit to safely continue for any reason.

PHOTOGRAPHY

I grant SMBFS and its legal representatives the irrevocable right and unrestricted permission to use and publish photographs or video images of me, or in which I may be included, for any purpose authorized by SMBFS, including but not limited to: website use, social media, editorial publications, catalog and advertising use. This grant includes the right to modify and retouch the images in the discretion of SMBFS. I understand that there will be no compensation to me for this use. Furthermore, I understand that I will not be given the opportunity to inspect or approve the finished products or the advertising copy or the printed matter that may be used in connection therewith. In granting this permission to SMBFS and its legal representatives, I am fully and without limitation releasing them from any liability that may arise from the use of the images.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of SMBFS accepting my application for participation in the Activities and permitting my use of its race course and other race area 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 the 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 UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337, ON THE PART OF THE RELEASEES., or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the Activities;

2. 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 the 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 the province 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 that province.

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 participating in the Activities, other than what is set forth in this Release Agreement.

I understand and agree that my participation in the Activities is conditional upon my execution of this Release Agreement and waiver of my right to sue for any injury, loss or damage as described herein. Participation in the Activities is subject to the discretion of SMBFS and is revocable. Entrance to the Activities is not transferable and is not for resale.

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 THAT I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES INCLUDING THE RIGHT TO SUE.

Signed this ____ day of _____, 20__.

Signature of Witness
Print Witness Name
Witness Phone Number

Signature of Participant
Print Participant Name
Date of Birth
Signature of Parent or Guardian* (if Participant under 19)
Print Name and Number of Parent or Guardian

*** PARENTAL CONSENT FOR MINOR PARTICIPANT and INDEMNITY AGREEMENT**

I have read and understood and signed the above Release Agreement, and have discussed the same with the minor person signing above. I am satisfied the Release Agreement and his/her obligations as set out. In consideration of the participation of my minor child/ward I too agree to waive, release and indemnify the Releasees on the terms set out above.

I am aware that by signing this Release Agreement I am waiving substantial legal rights, which my minor child/ward and I, our respective heirs, executors, administrators and next of kin may have against the Releasees.