



CALMAR MILITIA

WAIVER, RELEASE & INDEMNITY

I _____ understand and agree that my participation in events, programs, or activities organized, operated, and/or sanctioned by the Calmar Mountain Bike Militia is conditional upon my execution of this document.

- 1) I am aware that cycling, and in particular mountain biking involves the possibility of injury or death.
- 2) I accept these risks, and all others arising from these events and programs, even if arising from the **negligence, gross negligence or negligent rescue** by those associated in any way with the **Calmar Mountain Bike Militia** events and programs I may be involved in, the venues at which these events and programs take place or by those organizing or participating in these events and programs throughout the year, including their respective directors, employees, volunteers and representatives (the "Releasees").
- 3) 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 all events and programs throughout the year.
- 4) 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 program, I feel unable or unfit to safely continue for any reason.
- 5) I give, a **FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I have, or may have in the future, against the **Calmar Mountain Bike Militia, 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 or parts of the events or programs or my presence at any venue at which they may take place, due to any cause whatsoever including the forms of negligence set forth in paragraph 2 above or from any breach of contract or statutory duty of care including any duty of care owed under the relevant Occupier's Liability Act, on part of the Releasees.
- 6) **I AGREE NOT TO SUE and I further agree TO INDEMNITY AND SAVE HARMLESS** the Releasees from all expenses, fees, liability or damage award or cost of any type whatsoever arising from my participation in these events of programs.

I HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY. I am aware that by signing this agreement I am waiving substantial legal rights (on my behalf and on the behalf of my heirs, executors, administrators and next of kin), including the giving up of my right to sue.

SIGNATURE _____ DATE _____
(Riders Signature)

PARENTAL CONSENT FOR MINOR PARTICIPANT and INDEMNITY AGREEMENT

I have read and understood the above waiver, release and indemnity, and have discussed the same with the minor person signing above. I am satisfied the said minor understands the waiver and release and his/her obligations as set out. In consideration of the participation of my minor child/ward I too agree waive, release and indemnify the Releasees in the terms set out above.

SIGNATURE _____ DATE _____
(Parents Signature)



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BEHAVIORAL CONTRACT

The Calmar Bike Club is arranging a bike trip to Whistler, BC. The Club will depart from the curling rink on Tuesday, June 9 at 8pm. We will be returning to Calmar on Sunday, June 14 around 2 pm.

There are inherent risks in traveling between Calmar and Whistler. The mode of transportation will be a Motor Coach.

Also as we are now a community club each member is responsible for any expenses they incur while on club events. This could be vandalism to the rooms we are in, repairs to their rental bike caused by misuse and replacement cost of their rental bike if it gets stolen (\$4000.00 value). By signing this form you are agreeing to cover any cost that you or your son/daughter might incur while on this trip.

Students that participate in this activity will be expected to adhere to some basic rules of conduct while on the trip.

- A) Students will treat all volunteers, guides and supervisors with respect and will follow their instruction.
- B) Students will only ride while under the supervision of an experienced guide.
- C) Students will be in their rooms by 10pm.
- D) No boys in the girl's bedrooms and no girls in boy's bedrooms.
- E) No alcohol/drugs.

Any club member breaking these rules will lose the privilege of riding for the day or for the duration of the trip.

MILITIA WEBSITE

The Militia now has a website and will be posting the whistler DVD as well as various photos. If you **DO NOT** wish to have your son or daughters pictures in the DVD or on the website please initial below.

(Parent initials)

(Print Student Name) has permission to participate in the Whistler Bike trip.

(Student Signature) I am aware of the possibility of injury and understand that all applicable rules for participation and conduct must be followed.

(Parent Signature) I am aware of the possibility of injury while on this trip and I also agree to pay for any cost incurred by my son or daughter while in or on the way to and from Whistler.

Date _____