

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

BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

Initial

TO: 8498644 CANADA INC. (dba Giant Bicycle Vancouver) and all owners or occupiers of venues or premises where Activities (as defined below) occur, and all of their directors, officers, employees, guides, ride leaders, instructors, volunteers, first aid attendants, sponsors, agents, contractors, subcontractors, representatives, successors, assigns, and related companies (collectively referred to as the "**Releasees**")

ACTIVITIES

In this Release Agreement, the term "**Activities**" shall include, but is not limited to: bicycling (including without limitation road biking, mountain biking, and trail riding), hiking, walking, expeditions, tours, transportation by motor vehicle, physical activities, sightseeing, and all other events, competitions, rides, programs, workshops, excursions, lessons, clinics, activities, services, and use of facilities and equipment provided, made available, promoted, or facilitated by the Releasees including, without limitation, orientation and instructional sessions or classes, transportation, accommodation, food and drink, camping, and overnight stays in the outdoors.

ASSUMPTION OF RISKS

I am aware that the Activities involve many dangers, hazards, and unmarked risks including, but not limited to: changing weather conditions; changing road conditions; changing trail conditions; traffic; avalanches; slides; loss of balance or control; slippery conditions; slips, trips, and falls; exposed rock, earth, ice, and other natural objects; rocks; rockfall; loose gravel or dirt; boulders; falling objects, debris; fallen trees and branches; trees, roots, logs, and stumps; variations in terrain; high speeds; rapid or uncontrolled acceleration; steep inclines; steep descents; drops and dips; cliffs; crevasses; constructed features such as bridges, ramps, ladders, bumps, berms, and jumps; variable and difficult conditions; holes; flooding; puddles; streams, creeks, and rivers; blind spots; reduced visibility; animals; insects; encounters with dangerous or poisonous flora and fauna; temperature; impact or collision; impalement; hidden objects; equipment failure; mechanical breakdown; loss or damage to my equipment (including without limitation my bicycle); motor vehicles; exhaustion; dehydration; becoming lost or separated; damage or loss to personal property; the failure to act safely or within one's own ability; accidents during tours, lessons, instructions, orientation, or classes; negligent first aid; negligence of other cyclists, hikers, pedestrians, or other persons. **I AM AWARE ACTIVITIES MAY ALSO INVOLVE NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES, WITHOUT LIMITATION, FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS RESULTING THEREFROM.

I have been advised to wear appropriate safety gear, including without limitation, a helmet, while participating in the Activities and to comply with all applicable laws and regulations. I acknowledge that serious injury can occur even when wearing safety gear.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in the Activities as defined in this Release Agreement, 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, harm, cost, expense, or injury including death that I may suffer, or that my next of kin may suffer as a result of, or in relation to, 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 OWED UNDER THE **OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, C.337**, OR OTHER APPLICABLE LEGISLATION, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES, WITHOUT LIMITATION, FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE 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 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;
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 the Province of British Columbia.

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

I represent and warrant to the Releasees that I am at least nineteen years of age.

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 WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Releasor's Name (print clearly)	Signature	Current Date (mm/dd/yyyy)	Address
_____	_____	_____	_____ _____

Witness Name	Witness Signature	Address
_____	_____	_____