

nuSarnia Foundation

WAIVER, RELEASE and ASSUMPTION of RISK AGREEMENT

This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a Participant in the sport of cycling and/or the events, programs and activities organized, operated and conducted by the nuSarnia Foundation, the undersigned being the Participant acknowledges and agrees to the following terms:

1. nuSarnia Foundation and their respective directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collectively the "Organization") is not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the sport of cycling and any program, activity or event of the Organization, caused by the risks, dangers and hazards associated with the sport of cycling, and the programs, activities and events of the Organization, or caused in any manner by the Organization, including without limiting the foregoing, by the negligence of the Organization.

2. I am participating voluntarily in the sport of cycling and the activities, events and programs of the Organization. In consideration of my participation in the sport of cycling and the programs, activities and events of the Organization, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the sport of cycling and the programs, activities and events of the Organization and that I may be exposed to such risks, dangers and hazards.

3. In consideration of the Organization allowing me to participate, I agree:

- a) That my physical condition has been verified by a medical doctor to participate in the sport of cycling and in the activities, events and programs of the Organization;
- b) That the rules of participation must be followed and that the sole responsibility for my safety remains with me, including physical and emotional preparation and fitness;
- c) To discontinue participation if I sense or observe any unusual hazard or unsafe condition; or feel unable or unfit to safely continue;
- d) To ASSUME all risks arising out of, associated with or related to my participation;
- e) To WAIVE any and all claims that I may have now or in the future against the Organization;
- f) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the Organization; and
- g) To FOREVER RELEASE the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I may have or may in the future, that might arise out of, result from, or relate to my participation in the sport of cycling, my presence at any venue, the events, activities or programs of the Organization, and/or my traveling to or from the events, activities or programs of the Organization, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any duty of care of the Organization.

4. I acknowledge that I am solely responsible for ensuring that I have sufficient life insurance, health insurance, and medical insurance. I agree that I am solely responsible for ensuring that I have adequate

coverage for these items, and I acknowledge that the Organization is not responsible for insuring these items on my behalf.

5. I acknowledge that I have read this agreement and understand it, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

[By signing below, you agree to be bound this Agreement.]

In addition to this, you acknowledge that photos will be taken during Ben's City Cycling Tours utilized for promotional purposes throughout the year. By signing below you hereby grant permission to NuSarnia Foundation to use photographs and/or video of yourself taken throughout the program, in publications, news releases, online, and in other communications related to the mission of the organization.

Name of Participant (Please Print) _____

Date _____

Date of Birth _____

Signature of Participant _____