

KAWARTHA CYCLING CLUB
WAIVER, RELEASE and ASSUMPTION of RISK AGREEMENT
(FOR ADULTS OVER THE AGE OF MAJORITY)

WARNING!

By signing this document, you will waive certain legal rights, including the right to sue in circumstances outlined in this Agreement. Please read carefully.

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, conducted and/or sanctioned by the Kawartha Cycling Club, the undersigned being the Participant acknowledges and agrees to the following terms:

1. I acknowledge that the World Health Organization has classified the Coronavirus Disease (“**COVID-19**”) outbreak as a global pandemic and I am aware of the risks of COVID-19. I specifically acknowledge and agree that I am aware of the risks to personal health, including by the failure to follow physical distancing, flowing from COVID-19, and that I am assuming all health risks and adverse health related consequences (up to and including hospitalization or death) caused by or arising from engaging in any Activities (the “**Assumed COVID Risks**”).
2. The Kawartha Cycling Club and it’s 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.
3. I acknowledge that Ontario’s Rowan’s Law (please see <https://www.ontario.ca/laws/statute/18r01?search=Bill+193%2C+Rowan%27s+Law+%28Concussion+Safety%29%2C+2018%0D%0A>) requires: ALL registrants under the age of 26; Parents/legal guardians of registrants under the age of 18; Coaches; Officials; and Trainers: (A) to confirm that they have reviewed the Ontario Government’s Concussion Awareness Resources (available: for Ages 10 and Under at [Ages 10 and Under](#); for Ages 11-14 at [Ages 11-14](#); and for Ages 15 and Up at [Ages 15 and Up](#); and (B) that all of those registrant categories (except ‘Officials’) have reviewed the relevant Kawartha Cycling Clubs Concussion Code of Conduct (please see [Concussion-Guidelines-and-Return-to-Full-Participation-Policy-1.pdf \(kawarthacyclingclub.com\)](#)
4. 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. The risks, dangers and hazards include, but are not limited to, injuries from:
 - a. The sport of cycling including Road, Track, Mountain Bike, BMX and Cyclocross.
 - b. Executing strenuous and demanding physical techniques in cycling and/or exerting and stretching various muscle groups.
 - c. Vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts.
 - d. Mounting, dismounting, or falling off a bicycle.
 - e. Falling, tumbling, or hitting any ground, surface, concrete, road, track, or other surfaces.
 - f. Physical contact with other participants (including those engaged in the programs, activities, and events support).
 - g. Failure to properly use any equipment, the mechanical failure of any piece of equipment or inadequate safety equipment, improper maintenance, or adjustment of equipment.
 - h. Contact, collisions or being struck by other participants, pedestrians, fixed objects, spectators, equipment, or vehicles.
 - i. Road conditions, terrains and vehicular traffic while cycling.
 - j. Failure to stay within the designated course area.
 - k. Extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke, or hypothermia.
 - l. Spinal cord injuries which may render me permanently paralyzed; and/or
 - m. Travel to and from events.
5. Furthermore, I am aware:
 - a. That injuries sustained can be severe.
 - b. That I may experience anxiety while challenging myself during the sport of cycling and the activities, events, and programs.
 - c. That my risk of injury is reduced if I follow all rules established for participation; and
 - d. That my risk of injury increases as I become fatigued.
6. In consideration of the Organization allowing me to participate, I hereby release each of the Organizers and their respective directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collectively the “**Releasees**”) from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, in respect of any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind which I may suffer arising out of or connected with: (A) the Assumed COVID Risks; (B) the content or implementation of the RTS Policy (including without limitation the conduct of any screening of any individual); and (C) the preparation for, or participation in, the Activities, including without limitation: (i) during, or as a result of, the sport of cycling; (ii) caused by the risks, dangers and hazards associated with the sport of cycling (some, but not all, of which are listed in 4 and 5 above); (iii) caused in any manner by any of the Releasees, including without limiting the foregoing, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any duty of care of any of the Releasees. In consideration of the Organization allowing me to participate, I also hereby indemnify and hold harmless the Releasees from any and all damages or losses of any kind as a result of any and all claims, demands, causes of action of any kind whatsoever including those involving negligence or gross negligence on the part of any of the Releasees that may be made or initiated by arising out of or connected with: (A) the Assumed COVID Risks as they relate to me; (B) the content or implementation of the RTS Policy as it relates to me; and (C) my preparation for and/or participation in any of the Activities, including without limitation: (i) during, or as a result of, the sport of cycling; (ii) caused by the risks, dangers and hazards associated with the sport of cycling (some, but not all, of which are listed in 4 and 5 above); (iii) caused in any manner by any of the Releasees, including without limiting the foregoing, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any duty of care of any of the Releasees.
7. 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 WAIVE any and all claims that I may have now or in the future against the Organization.
 - e. To ACCEPT AND FULLY ASSUME all risks, dangers, and hazards (including without limitation the Assumed COVID Risks) arising out of, associated with or related to my participation in the sport of cycling (some, but not all, of which are listed in 4 and 5 above).
8. 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.

9. By signing below, you agree:

- (a) to be bound by this ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK;
- (b) that you have reviewed and that you fully commit to the Ontario Government Concussion Awareness Resources referred to above to the extent they are applicable to you; and
- (c) that you have reviewed and that you fully commit to the relevant OCA Concussion Code of Conduct referred to above.

Name of Participant (Please Print)

Date

Date of Birth

Signature of Participant

Club Name: Kawartha Cycling Club