WATERLOO COUNTY WANDERERS CYCLING CLUB
WAIVER, RELEASE & INDEMNITY

(This completed and signed form must be submitted with the club's membership application form at time of joining)

NAME:_____ **AGE:**_____ **DATE OF BIRTH:** _____.____.____
(Please print) yyyy mm dd

I _____ understand and agree that my participation in events, programs, or other activities organized, operated, conducted and/or sanctioned by the **Waterloo County Wanderers Cycling Club (WCW)** is conditional upon my execution of this document.

1.I am aware that cycling, involves the possibility of injury or death. I will ride safely at all times and will obey the **Highway Traffic Act** while riding with WCW. I understand that wearing a proper fitting bicycle helmet is mandatory.

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 WCW events and programs I may be involved in, the venues at which these events and programs takes place or by those organizing, officiating, or participating in these events and programs throughout the year, including their respective officers, directors, agents, 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 event or program, I feel unable or unfit to safety 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 Waterloo County Wanderers Cycling Club, 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 or other duty of care including any duty of care owed under the relevant Occupier's Liability Act, on the part of the Releasees.

6. I AGREE NOT TO SUE and I further agree TO INDEMNIFY 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 or 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 behalf of my heirs, executors, administrators and next of kin), including the giving up of my right to sue.

SIGNATURE: _____ **DATE:** _____.____.____
yyyy mm dd

To join, please mail (or deliver) the Application, Waiver and Fee to the address on the WCW Application form.

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 to waive, release and indemnify the Releasees in the terms set out above.
I am aware that by signing this 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.

SIGNATURE: _____ **DATE:** _____.____.____
yyyy mm dd