

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

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

PLEASE READ CAREFULLY!

INITIAL:

NAME	Last	First	
ADDRESS	Street		City
	Province/State	Postal/Zip	Country
EMAIL	TELEPHONE		

TO: WANDERING WHEELS and its directors, officers, employees, agents, independent contractors, subcontractors, guides, representatives, successors, assigns, volunteers, participants, sponsors, promoters, and advertisers (all of whom are hereinafter collectively referred to as "the Releasees").

DEFINITIONS: In this Release Agreement, the term "Mountain Biking" shall include all activities, accommodation, transportation, events, and services provided, arranged, organized, conducted, sponsored, or authorized by the Releasees and shall include but is not limited to: guided mountain bike activities, mountain bike skills training, kids camps, packaged mountain bike vacations, accommodation, use of trails and roads, demonstrations and events; loading, unloading, and travel by or movement in or around helicopters, bicycles, and motor vehicles; encounters and attacks by any animals; and other activities, events, and services in any way connected with or related to Mountain Biking.

ASSUMPTION OF RISKS: I am aware that Mountain Biking involves risks, dangers, and hazards, including but not limited to: transportation in vehicles, use of chairlifts and gondolas; changing weather conditions; mechanical failure of equipment; falls; loss of balance; high speed descents; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration on hills and inclines; extreme variation in cycling terrain including steep or slippery sections, trees, roots, tree stumps, rocks, logs, cliffs, rock drops, loose gravel, holes, depressions, streams and creeks; constructed features such as bridges, ramps, ladders, bumps, berms, jumps, and drops; impact or collision with other persons or objects; encounters with domestic and wild animals including dogs and bears; negligence of other persons, including other guests; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING.**

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

MEDIA RELEASE: I consent to the use of my portrait, picture or photograph, or presence in a video, as part of any of the Releasee's undertakings. I understand that my image may be published or otherwise used at any time and on any medium (including, electronic, print, and other media). I agree that I shall have no claim against the Releasees or against anyone accessing media on which my image appears.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of my participation in Mountain Biking with the Releasees, I hereby agree as follows:

- 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, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in Mountain Biking, **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, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING REFERRED TO ABOVE;**
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Mountain Biking;
- 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;
- 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; and
- 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 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 other than what is set forth in this Release Agreement.

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.

Dated this _____ day of _____, 20____.
Witness Signature (Wandering Wheels Staff Only)
Staff Name

Signature of Participant
SAMPLE
Please Print Name
Signature of Parent/Guardian if Participant is under 19