

# KLUANE CHILKAT INTERNATIONAL BIKE RELAY RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

*(To be executed by Participants Age 19 and over)*

**WARNING! By signing this document, you will waive certain legal rights. Please read carefully**

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in the Kluane Chilkat International Bike Relay and its related events, activities, and programs (collectively the "Event"), the undersigned acknowledges and agrees to the terms outlined in this document.

## **Disclaimer**

2. The Kluane Chilkat International Bike Relay Association and its directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, course owners/operators, and representatives (collectively the "Association") are 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 Event, caused in any manner whatsoever including, but not limited to, the negligence of the Association.

## **Description and Acknowledgement of Risks**

3. I understand and acknowledge that
  - a) The Event has foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life;
  - b) The Association, other participants, spectators and other users of the roadway and its environs may not have valid or adequate liability insurance; and
  - c) The Association has a difficult task to ensure safety and it is not infallible. The Association may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction.
4. I am participating voluntarily in the Event. In consideration of my participation, I hereby acknowledge that I am aware of the inherent risks, dangers and hazards associated with or related to the Event. The inherent risks, dangers and hazards include, but are not limited to:
  - a) Executing strenuous and demanding physical techniques;
  - b) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
  - c) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
  - d) Spinal cord injuries which may render me permanently paralyzed;
  - e) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of my body or to my general health and well-being;
  - f) Abrasions, sprains, strains, fractures, or dislocations;
  - g) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
  - h) Physical contact with other participants, spectators, equipment, fences, poles, stands, wild animals (including bears), and hazards;
  - i) Falls to the ground due to uneven or irregular terrain, gravel, roads, steep hills, or surfaces;
  - j) Mounting, dismounting or falling off a bicycle;
  - k) Not wearing appropriate safety equipment, such as a helmet;
  - l) Failure to act safely or within my own ability or within designated areas;
  - m) Communication difficulties as a result of an accident;
  - n) Negligence of other persons, including other spectators, participants, or employees;
  - o) Changing and unpredictable weather conditions and high winds;
  - p) Marked and unmarked hazards;
  - q) Communication difficulties;
  - r) Delays in obtaining appropriate or any medical or rescue assistance;
  - s) Snow and ice conditions (the event route includes alpine areas that are subject to hazardous weather);
  - t) Road conditions, including but not limited to, construction areas, potholes and other hazardous road conditions;
  - u) Travel to and from competitive events and associated non-competitive events which are an integral part of the Association's Event;
  - v) Transmission of communicable diseases, including COVID-19;
  - w) Other risks and social and economic losses, not known or reasonably foreseeable;
  - x) Negligence on the part of the Association, including failure on the part of the Association to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with my participation in the Event.

### Release of Liability and Disclaimer

5. In consideration of the Association allowing me to participate, I agree:
- That my application and any fee paid by me or on my behalf does not include or entitle me to the provision of any liability, medical, or accident insurance or benefits, and that it remains my responsibility to obtain valid or adequate liability, medical or accident insurance to cover my participation in the Event;
  - That the sole responsibility for my safety remains with me;
  - To ASSUME all risks arising out of, associated with or related to my participation;
  - To WAIVE any and all claims that I may have now or in the future against the Association;
  - 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 Association; and
  - To accept COVID-19 risks, and agrees to follow COVID-19 protocols;
  - To FOREVER RELEASE and INDEMNIFY the Association 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 have or may have in the future, that might arise out of, result from, or relate to my participation in the Event, 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 statutory duty of care of the Association;
  - That negligence includes failure on the part of the Association to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Event; and
  - This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

### Terms

6. In consideration of the Association allowing me to participate in the Event, I agree:
- I am not relying on any inducement or representations made by the Association;
  - That my mental and physical condition is appropriate to participate in the Event and I assume all risks related to my mental or physical condition;
  - That the Event is physically demanding, and I certify that I am physically capable of participating in the Event and that I have no medical conditions that would interfere with my capability to participate.
  - To comply with the rules and regulations for participation in the Event;
  - To comply with the rules of the course and the equipment;
  - That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring such to the attention of an Association representative immediately;
  - That the Association does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for me in the Event and I affirm that I have ascertained appropriate insurance to protect myself;
  - The risks associated with the Event are increased when I am impaired and I agree not to participate if impaired in any way;
  - That it is my sole responsibility to assess whether any event is too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity, and the inherent risks of the Activity;
  - That I am responsible for my choice of safety equipment and the secure fitting of the safety equipment; and
  - That video and photographic images of me taken during the event can be used by KCIBR Association for publicity and future marketing activities and waive any consideration for such use.

### Jurisdiction

7. I agree that in the event that I file a lawsuit against the Association, I agree to do so solely in the Yukon Territory, Canada and further agree that the substantive law of the Yukon Territory will apply without regard to conflict of law rules, even if the lawsuit is made as the result of loss, damage, expense or injury occurring in the United States of America. I further agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

### Acknowledgement

8. I acknowledge that I have read and understand this agreement, 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. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Association on the basis of any claims from which I have released herein.

\_\_\_\_\_  
Name of Participant (print)

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

**KLUANE CHILKAT INTERNATIONAL BIKE RELAY  
INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT  
YOUTH**

*(To be executed for Participants under the Age of 19)*

**WARNING! By signing this document, you will assume certain risks and responsibilities. Please read carefully**

**Participant's Name:** \_\_\_\_\_

1. Clarify any questions or concerns before signing. As a Participant in the Kluane Chilkat International Bike Relay (the "Association") and its related events, activities, and programs (collectively the "Event"), the undersigned, being the Participant and the Participant's Parent/Guardian (collectively the "Parties"), acknowledge and agree to the terms outlined in this document.

**Description of Risks**

2. The Parties understand and acknowledge that:
  - a) The Event has foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; and
  - b) The Association has a difficult task to ensure safety and it is not infallible. The Association may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction.
3. The Participant is participating voluntarily in the Event. In consideration of that participation, the Parties hereby acknowledge that they are aware of the inherent risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The inherent risks, dangers and hazards include, but are not limited to:
  - a) Executing strenuous and demanding physical techniques;
  - b) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
  - c) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
  - d) Spinal cord injuries which may render me permanently paralyzed;
  - e) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of my body or to my general health and well-being;
  - f) Abrasions, sprains, strains, fractures, or dislocations;
  - g) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
  - h) Physical contact with other participants, spectators, equipment, fences, poles, stands, wild animals (including bears), and hazards;
  - i) Falls to the ground due to uneven or irregular terrain, gravel, roads, steep hills, or surfaces;
  - j) Mounting, dismounting or falling off a bicycle;
  - k) Not wearing appropriate safety equipment, such as a helmet;
  - l) Failure to act safely or within my own ability or within designated areas;
  - m) Communication difficulties as a result of an accident;
  - n) Conduct of other persons, including other spectators, participants, or employees;
  - o) Changing and unpredictable weather conditions and high winds;
  - p) Marked and unmarked hazards;
  - q) Communication difficulties;
  - r) Delays in obtaining medical or rescue assistance;
  - s) Snow and ice conditions (the event route includes alpine areas that are subject to hazardous weather);
  - t) Road conditions, including but not limited to, construction areas, potholes and other hazardous road conditions;
  - u) Travel to and from competitive events and associated non-competitive events which are an integral part of the Association's Event;
  - v) Transmission of communicable diseases, including COVID-19; and
  - w) Other risks and social and economic losses, not known or reasonably foreseeable.

**Terms**

- 4. In consideration of the Association allowing the Participant to participate in the Event, the Parties agree:
  - a) That the Participant’s mental and physical condition is appropriate to participate in the Event and the Parties assume all risks related to the Participant’s mental or physical condition;
  - b) To comply with the rules and regulations for participation in the Event;
  - c) To comply with the rules of the course and the equipment;
  - d) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring such to the attention of an Association representative immediately;
  - e) That the Association does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for the Participant, and they affirm that they have ascertained appropriate insurance to protect the Participant;
  - f) The risks associated with the Event are increased when the Participant is impaired, and the Participant agrees not to participate if impaired in any way;
  - g) That it is their sole responsibility to assess whether any Event are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity, and the inherent risks of the Activity; and
  - h) That they are responsible for the choice of the Participant’s safety equipment and the secure fitting of the safety equipment; and
  - i) The participant agrees to accept COVID-19 risks, and agrees to follow COVID-19 protocols.

**Acknowledgement**

- 5. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

\_\_\_\_\_  
Name of Participant (print)

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Name of Parent or Guardian (print)

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date