

MECA FEST Waiver Form

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO CLAIM COMPENSATION OR SUE SHOULD YOU BE INJURED.

PLEASE READ CAREFULLY!

We are collecting personal information to process your application and pursuant to section 26(C) of the Freedom of Information and Protection Act. If you have any questions about the collection of your information, please contact us at administration@kitimat.ca or call 250-632-8900*

Initial:

X

To: Daudet Creek Contracting, Oviatt Contracting Ltd., District of Kitimat, McElhanney, Technicon, Wild Bike, MECA Kitimat, and Trek. (hereinafter referred to as "the Releasees").

DEFINITION:

In this Agreement, the term "Event" shall refer to as MECA Bike Fest at the Oviatt Bike Park and Bike Trail but not limited to: MECA Bike Fest. practices, events, semi-final, final competitions, all activities and services in any way connected with or related to the MECA Bike Fest..

NOTICE TO PARTICIPANTS: EVENT RULES

The organizers of the Event publish rules relating to the Event. All participants are expected to read and abide by the rules.

ACKNOWLEDGEMENT – SAFETY: Stay within the trail boundaries while competing.

ASSUMPTION OF RISKS: I am aware that participation in this Event has, in addition to the usual dangers and risks inherent in the sport of bike racing, certain additional dangers and risks including, but not limited to the danger and risk of collision with natural and man-made objects with other bikers and spectators. The risks, dangers, and hazards listed above are increased during the Event due to the competitive nature of the activity and the fact that there will be many other participants in the park and on the trails. I AM AWARE THAT ONE OF THE RISKS, DANGERS, AND HAZARDS OF PARTICIPATION IN THE EVENT IS NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE RELAY, SOME OF WHICH ARE REFERRED TO ABOVE.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage, or loss resulting there-from.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the releasees allowing me to participate in the Event, and permitting my use of their property, courts, parking, and other facilities, I hereby agree as follows:

1. 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 the Event, 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, R.S.B.C. 1996, C 337, ON THE PART OF THE RELEASEES AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Event;
3. That this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assignee, and representatives, in the event of my death or incapacity;
4. This agreement and any rights, duties and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction;
5. Any litigation involving the parties to this agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the courts of the Province of British Columbia.

In entering in this agreement I am not relying on any written representations or statements made by the Releasees with respect to the safety of the Event, other than what is set forth in this agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNEE AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20_____

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED AND WITNESSED BEFORE I PARTICIPATE IN THIS EVENT:

Name: (Print)	Age:	Phone Number:	Waiver Signature: (or Parent or legal Guardian if under the age of 19)
1.			