

WAIVER and RELEASE

The 'TOPCA Port Credit Heritage Bike Ride' is a group ride being held as part of the City's **Culture Days** celebrations and in celebration of Canada 150. The Bike Ride will be led by citizen member volunteers of the Town of Port Credit Association (TOPCA) and is designed as an opportunity for residents to explore the culture and heritage of Port Credit on their bikes. All are welcome, subject to conditions set out below.

PARTICIPANTS: All minors must be accompanied by a parent/guardian. Children travelling in bike trailers, bike-mounted child seats or on tandem-tows are still considered to be cycling participants, and will be required to have this waiver signed by their parent/guardian on their behalf.

HELMETS: ALL RIDERS (including adults) **MUST WEAR A BIKE HELMET TO PARTICIPATE**, with the chin strap fastened. This is a condition of participation, per below.

CANCELLATION POLICY: We will announce any cancellation at least 2 hours before the scheduled ride on TOPCA communication platforms (Facebook, Twitter, Website) and via the Culture Days website.

ALL RIDERS NEED TO SIGN A WAIVER SEPARATELY: This includes multiple family members.

Below is the **Waiver & Release** to participate in the group bike ride. Please read it fully and sign below that you have read and agree to its terms.

In consideration of my registration to bicycle in a TOPCA Event or my participation in any event or daily ride, I hereby agree and acknowledge the following, which includes a release of liability, which will apply to all of my participation in all TOPCA events, and daily rides:

I am aware that with any bicycle-related activity there are certain inherent dangers, including but not limited to the hazards of roads, off-road terrain, accidents, actions of participants and other persons. By my participation in any Event, I certify that I am aware of these inherent dangers of bicycle riding and the safety rules of the road applicable to bicycles.

With regard to on-site access to the 72-acre brownfield property at 70 Mississauga Road South owned by Port Credit West Village Partners (PCWVP), I understand that the property being visited is not maintained as a bike trail and may contain physical hazards (including but not limited to broken concrete, rebar), biological hazards (including but not limited to ticks), and chemical hazards (including but not limited to contaminated soil and water) and understand that I may come into contact with these hazards while traversing the property.

I understand that certified bicycle helmets are required to participate in all riding Events and I agree to wear a helmet while participating in any such Event and to follow the rules of the road and all applicable laws and safe bicycling practices.

I hereby consent to emergency medical treatment if I am injured while participating in an Event.

I understand that it is not the function of the ride leaders (if an Event has ride leaders) to serve as guardians of my safety. I recognize that the route(s) chosen may be challenging, not necessarily the safest or easiest route(s) and that weather, road or traffic conditions may make a ride more difficult. TOPCA reserves the right to remove any rider who is deemed to be endangering himself/herself or others or is riding illegally as defined by the Ontario traffic law. Notwithstanding this clause, TOPCA is not responsible for cyclists not removed from the Event for any of these reasons and this clause shall in no way supersede, exempt participants from, or otherwise nullify any other clause in this Waiver & Release.

I freely and voluntarily accept all risks of injury, death, or property damage. I understand and agree that none of the parties described below may be held liable in any way for any occurrence or accident in connection with an Event. I hereby RELEASE from any and all liability and agree to INDEMNIFY AND HOLD HARMLESS TOPCA (and PCWVP), their officers, agents, successors and assigns, the sponsors, the ride leader(s) (if any), or other volunteers, against all claims, including, but not limited to, claims of negligence, unintentional acts, and acts of omission, and any loss or expense, which may arise from my participation in any Event. I understand I am responsible for my own conduct and decisions while participating in a TOPCA Event and further agree that this Waiver & Release shall apply to any claim arising out of my participation in non-bicycling activities while a participant in an Event.

This Waiver & Release is intended to be binding upon me, my family, my heirs, my estate, my legal representatives and assigns. I understand that the terms of this document are contractual and not a mere recital, and I have signed this document as my own free act.

TOPCA will not be responsible for any delay, interruption or other failure to perform, and may cancel any Event in the case of a circumstance beyond its reasonable control.

I AGREE I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER & RELEASE BY READING IT AND AGREE TO ITS TERMS.

Addendum to waiver and release for minor participants:

Parent or legal guardian must sign for, accompany, and be responsible for all persons under the age of 18.

I authorize emergency medical treatment for the minor registering and I accept full responsibility for all medical expenses incurred as a result of the minor's participation in any Event. I hereby RELEASE from any liability, and agree to HOLD HARMLESS and INDEMNIFY TOPCA (and PCWVP), their officers, agents, successors and assigns, the ride leader(s) (if any), or other volunteers from any claims brought by me, another parent, grandparent, relative, or legal guardian for liability, including injury, loss or damage caused by the negligence, unintentional acts, and acts of omission of any party, and any loss or expense, which may arise from the minor's participation in any Event. I hereby further agree to INDEMNIFY TOPCA (and PCWVP), their officers, agents, successors and assigns, the ride leader(s) (if any), and other volunteers from any future claim of liability by the minor named below.

I further state that I am of lawful age, a parent or legal guardian of the minor and authorized to sign this Waiver & Release and this Addendum and legally competent to sign this Waiver & Release and Addendum. I understand that the terms of this document are contractual and not a mere recital, and I have signed this document as my own free act.

I AGREE I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER & RELEASE AND ADDENDUM, BY READING IT AND AGREE TO ITS TERMS.

Name of Participant (print): _____

E-Mail (print): _____

If signing for a minor, the Name of the Legal Guardian (print): _____

Signature of Participant or Legal Guardian: _____

DATE: Sunday, October 1, 2017

EMERGENCY CONTACT NAME AND PHONE NUMBER: _____

HOW DID YOU LEARN ABOUT THIS EVENT ? _____

ARE YOU A MEMBER OF TOPCA ? _____ **YES** _____ **NO** _____ **WOULD LIKE TO JOIN**