

WAIVER and RELEASE

The 2019 TOPCA Waterfront Heritage Bike Tour (**Bike Tour**) is a group ride being held as part of **Culture Days** celebrations in Mississauga. The Bike Tour will be organized and led by citizen member volunteers of the Town of Port Credit Association (**TOPCA**) and is designed as an opportunity for residents to explore the industrial heritage and planned development of the Port Credit and Lakeview waterfront communities on their bicycles. All are welcome, subject to conditions set out below.

PARTICIPANTS: All minors must be accompanied by a parent or 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 & Release signed by their parent/guardian on their behalf (*per* Addendum).

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 all TOPCA communication platforms (Facebook, Twitter, Website) and e-mail all pre-registered participants, as possible.

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

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

In consideration of my registration to bicycle in the Bike Tour, I hereby agree and acknowledge the following, which includes a release of liability, which will apply to all of my participation in the Bike Tour:

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 the Bike Tour, I certify that I am aware of these inherent dangers of bicycle riding and the safety rules of the road applicable to bicycles; that I am in good health and in proper physical condition to participate in the Bike Tour; that there are certain inherent risks and dangers associated with the Bike Tour as identified above and below, and that, except as expressly set forth herein, I knowingly and voluntarily, accept, and assume responsibility for, each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, my participation in the Bike Tour.

With regard to on-site access to the Port Credit Harbour Marina located at 1 Port Street East leased by Centre City Capital Limited (CCCL), I understand that the property being visited is not maintained as a bike trail but is an operating marina and an industrial space with active businesses present that operate heavy machinery and that there are hazards including but not limited to marina equipment, masts, boats, trailers, cradles, parked cars, moving vehicles and equipment, and other objects normally associated with a marina operation, and uneven areas, paved and unpaved, and water that I understand that I may come into contact with while traversing this property.

I understand that certified bicycle helmets are required to participate in all bicycle riding associated with the Bike Tour and I agree to wear a helmet while participating in the Bike Tour 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 the Bike Tour.

I understand that it is not the function of the ride leaders (if the Bike Tour 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 the Bike Tour. I hereby RELEASE from any and all liability and agree to INDEMNIFY AND HOLD HARMLESS TOPCA (and CCCL), their officers, directors, agents, successors and assigns, the sponsors, the Bike Tour 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 the Bike Tour. I understand I am responsible for my own conduct and decisions while participating in the Bike Tour 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 the Bike Tour.

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 the Bike Tour 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 & 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 CCCL), their officers, directors, 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 the Bike Tour. I hereby further agree to INDEMNIFY TOPCA (and CCCL), their officers, directors, agents, successors and assigns, the Bike Tour 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 *per* the Addendum and legally competent to sign this Waiver & Release *per* the 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, September 29, 2019

EMERGENCY CONTACT NAME AND PHONE NUMBER: _____
