

Participating Club: _____ Date: _____

**WAIVER AND RELEASE OF LIABILITY
(To be signed by participants 18 yrs of age and older)**

**PLEASE READ THIS DOCUMENT CAREFULLY
BY SIGNING THIS DOCUMENT YOU WILL GIVE UP IMPORTANT LEGAL RIGHTS**

This is a binding legal agreement.

As a Participant in the trail building and maintenance programs, activities and events ("**Trail Day**") of the Edmonton Mountain Bike Alliance ("**EMBA**"), the undersigned acknowledges and agrees to the following terms.

Disclaimer: EMBA, its directors, officers, members, employees, volunteers, participants, participating clubs, agents, sponsors, owners/operators of lands and facilities (including the City of Edmonton), and representatives (collectively, the "Organization") are not responsible for any injury, damage or loss of any kind suffered by me as Participant or any other person during, or as a result of, any Trail Day, and notwithstanding that such injury damage or loss may be caused in any manner whatsoever including, but not limited to, by or through the negligence, in whole or in part, of the Organization.

Description of Risks: In consideration of my participation in such programs, activities and events, I hereby acknowledge that I am aware of the risks and hazards associated with or related to trail building and maintenance. The risks and hazards of trail building and maintenance include, but are not limited to:

- Injuries from executing strenuous and demanding physical techniques;
- Injuries from the activities of others who may or may not be associated with the Organization;
- Injuries resulting from falls to the ground due to slippery, steep, uneven or irregular terrain or surfaces;
- Injuries from falling trees, branches, rocks or earth or incurred in the course of handling or being present when such materials are handled;
- Injuries from animals, insects, plants, grass, turf and other surfaces including bites, cuts, diseases, bacterial infections and rashes;
- Injuries resulting from failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- Spinal cord injuries which may render me permanently paralyzed;
- Injuries from extreme weather conditions which may result in heatstroke, sunstroke or hypothermia;
- Injuries from contact, colliding or being struck by other participants, trail users, equipment, trees, rocks, earth or other materials;
- Injuries resulting from vigorous physical exertion and strenuous cardiovascular workouts;
- Injuries from exerting and stretching various muscle groups; and
- Travel to and from Trail Days which are an integral part of the Organization's activities.

Furthermore, I am aware and acknowledge:

- That the Trail Day event I am participating in is under the supervision of EMBA notwithstanding the involvement of any participating club;
- That my risk of injury is reduced if I follow all rules laid out by EMBA and its authorized Organization;
- That injuries sustained in trail building and maintenance can be severe;
- That I may come into close contact with other participants, or trail users, including the possibility of accidental and unexpected contact;
- That I may experience anxiety while challenging myself during the activities; and
- That my risk of injury increases as I become fatigued;

and that I have had full opportunity to make enquiry as to the nature of any risks that I am undertaking.

Release of Liability: In consideration of the Organization allowing me to participate, I agree:

- a) To assume all risks arising out of, associated with or related to my participation;
- b) To be solely responsible for any injury, loss or damage that I might sustain while participating; and
- c) To release the Organization from liability for any and all claims, demands, actions and costs that might arise out of my participating, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by the negligence of the Organization.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and I irrevocably agree with EMBA that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the laws of Alberta and Canada applicable therein. Both parties agree that any action or proceeding relating to this Agreement will be brought exclusively to a court of competent jurisdiction in the Province of Alberta, Canada.

Acknowledgement: I acknowledge that I have read this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

Signature of Participant

Date

Print Name