

Participating Club: _____ Date: _____

WAIVER AND RELEASE OF LIABILITY
(To be signed by parent or guardian of participants under 18 yrs of age)

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

This is a binding legal agreement.

I hereby certify that I am the adult parent or guardian of _____ (the "**Participant**"), a minor child under the age of eighteen years, as a Participant in the trail building and maintenance programs, activities and events ("**Trail Day**") of the Edmonton Mountain Bike Alliance ("**EMBA**"), and I consent to his/her participation in such Trail Day and acknowledge and agree 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 the 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, 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 on Trail Days can be severe;
- That the Participant may come into close contact with other participants or trail users, including the possibility of accidental and unexpected contact;
- That the Participant may experience anxiety while challenging myself during the activities; and
- That risk of injury increases as the Participant become fatigued;

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

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

- a) To assume all risks arising out of, associated with or related to the participation of the Participant;
- b) To be solely responsible for any injury, loss or damage that the Participant 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 the Participant 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.

I further warrant that I am at least eighteen years of age and have carefully read and freely signed this Liability Waiver and Release Form. I understand and agree that no oral or written representations can or will alter the contents of this document.

Signature of Parent/Guardian

Date

Print Name