

RELEASE, WAIVER AND ASSUMPTION OF RISK

I, the undersigned, hereby acknowledge and agree that in consideration of being permitted to participate in the Out of a Limb Cycle Ride as well as the related activities preceding or subsequent to the event (all hereinafter referred to collectively as "the Ride"):

1. I hereby waive and release any and all claims, actions, and rights of actions, that I might have against the organizers of the ride, Steve Middleton, VGH & UBC, sponsoring companies, any and all clubs, associations, participants, officials, volunteers and all their respective agents, servants and representatives (hereinafter called the "Releasees") including any and all claims for damages caused by the negligence or otherwise of any of them, arising out of my participation in the Ride, together with any costs, including lawyers' fees, that may be incurred as a result of such claim whether valid or not. I further covenant to refrain from making any claim or demand, or from commencing, causing or permitting to be prosecuted any action in law or equity against the Releasees, or any of them, by reason of or account of any personal injury, disability, property damage, loss of services, loss of income, salary or wages, expenses or other damages of any kind that I have sustained or may hereafter sustain and relating to, arising from or in any way connected with the Ride. I further agree to indemnify the Releasees, and each of them, against any claim, action, or right of action, that any entity may have or may assert arising out of any action or inaction on my part in the Ride.
2. I understand that the Ride can be dangerous, exposing participants to many risks and hazards both of a man-made and natural origin, some of which are inherent in the nature of the Ride itself, while others result from foreseeable human error and negligence and that, as a result, I, as a participant, may suffer property loss, illness, serious personal injury or even death.
3. I nevertheless freely and voluntarily assume all risks and hazards connected with the Ride, including the lack of any legal recourse, and that, accordingly, my preparation for and participation in the Ride shall be entirely at my own risk.
4. I have read and understood the waiver form. I understand that by signing this form I am confirming that my general state of health is good and that I take full responsibility for my own medical well-being. I enclose the appropriate non-refundable registration fee.
5. I further grant full permission to the organizers or sponsors of the Ride, or agents authorized by them, to use any photograph, videotape, motion picture recording, or any other record of the Ride for any purpose.
6. I understand that this release, waiver and assumption of risk shall bind my heirs, executors, administrators, successors and assigns, and each of them, and that this release, waiver and assumption of risk extends to all claims of any kind or nature whatsoever, foreseen or unforeseen, known or unknown.

RELEASE, WAIVER AND ASSUMPTION OF RISK

7. I have read the foregoing release, waiver and assumption of risk, have fully understood it and sign this document with the full knowledge that it has the legal effect of removing all of my legal recourse whatsoever against the Releasees.

Signed by:

Witness:

Date:

Date: