

Bicycle Nova Scotia
WAIVER, RELEASE and ASSUMPTION of RISK AGREEMENT

THIS SECTION MUST BE COMPLETED AND SIGNED BY ANY PERSON APPLYING FOR MEMBERSHIP WITH RANDONNEURS NOVA SCOTIA LONG DISTANCE CYCLING CLUB AND BICYCLE NOVA SCOTIA.

RELEASE, WAIVER AND ASSUMPTION OF RISK

I understand and agree that my participation in events, programs, races, or activities organized, operated, conducted and/or sanctioned by Bicycle Nova Scotia and/or Provincial Associations and various BNS Clubs and Members registered with BNS including Randonneurs Nova Scotia is conditional upon my execution of this document.

1. I am aware that cycling, and in particular competitive cycling and endurance cycling, involves the possibility of injury or death.
2. I accept these risks, and all others arising from these events and programs, even if arising from the negligence, gross negligence or negligent rescue by those associated in any way with the Bicycle Nova Scotia events and programs I may be involved in, the venues at which these events and programs takes place or by those organizing, officiating, or participating in these events and programs throughout the year, including their respective officers, directors, employees, agents, servants, volunteers and representatives (the "Releasees").
3. I understand that all applicable rules for participation must be followed and that **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, including my physical and emotional preparation and fitness to participate in all events and programs throughout the year.
4. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time, at any event or program, I feel unable or unfit to safety continue for any reason.
5. I give, a **FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I have, or may have in the future, against Bicycle Nova Scotia, and all other Releasees from all liability for any loss damage, injury or expense that I may suffer as a result of my participation in any part or parts of the events or programs or my presence at any venue at which

they may take place, due to any cause whatsoever including the forms of negligence set forth in paragraph 2 above or from any breach of contract or statutory duty or other duty of care including any duty of care owed under the relevant Occupier's Liability Act, on the part of the Releasees.

6. I AGREE NOT TO SUE and I further agree TO INDEMNIFY AND SAVE HARMLESS the Releasees from all expenses, fees, liability or damage award or cost of any type whatsoever arising from my participation in these events or programs.

I HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY. I am aware that by signing this agreement I am waiving substantial legal rights (on my behalf and on behalf of my heirs, executors, administrators and next of kin), including the giving up of my right to sue.

I am participating voluntarily in the sport of cycling and the activities, events and programs of Randonneurs Nova Scotia ("the Organization"). In consideration of my participation in the sport of cycling and the programs, activities and events of the Organization, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the sport of cycling and the programs, activities and events of the Organization and that I may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:

- a) The sport of cycling including road cycling and randonneuring;
- b) Executing strenuous and demanding physical techniques in cycling and/or exerting and stretching various muscle groups;
- c) Vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts;
- d) Mounting, dismounting or falling off a bicycle;
- e) Falling, tumbling or hitting any ground, surface, concrete, road, track or other surfaces;
- f) Physical contact with other participants (including those engaged in the programs, activities and events support);
- g) Failure to properly use any equipment, the mechanical failure of any piece of equipment or inadequate safety equipment, improper maintenance or adjustment of equipment;
- h) Contact, collisions or being struck by other participants, pedestrians, fixed objects, spectators, equipment or vehicles;
- i) Road conditions, terrains and vehicular traffic while cycling;
- j) Failure to stay within the designated course area;
- k) Extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke or hypothermia;

- l) Spinal cord injuries which may render me permanently paralyzed; and/or
- m) Travel to and from events.

Furthermore, I am aware:

- a) That injuries sustained can be severe;
- b) That I may experience anxiety while challenging myself during the sport of cycling and the activities, events and programs;
- c) That my risk of injury is reduced if I follow all rules established for participation; and
- d) That my risk of injury increases as I become fatigued.

In consideration of the Organization allowing me to participate, I agree to FOREVER RELEASE the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I may have or may in the future, that might arise out of, result from, or relate to my participation in the sport of cycling, my presence at any venue, the events, activities or programs of the Organization, and/or my traveling to or from the events, activities or programs of the Organization, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any duty of care of the Organization.

DATED THIS ____ DAY OF _____ 2020

PARTICIPANT: _____ WITNESS: _____

Complete this fillable pdf online, save it and email to:

randonneurs.ns@gmail.com

Then Interac-e-Transfer your dues payment to the same email address

OR: mail completed forms with payment enclosed to:

Randonneurs Nova Scotia
5274 Russell Street
Halifax, Nova Scotia
B3K 1W6

Or present it to a member of the executive on any club ride.
For further information, phone Mark Beaver at 902-455-2878



2020 Application for Membership

Name _____

Address _____

City/Town _____ Prov. _____

Postal Code _____

Phone (h) _____ (w) _____

Email _____

Annual membership dues in the "Randonneurs Nova Scotia Long Distance Cycling Club" are \$45, which includes an associate general membership in Bicycle Nova Scotia and the Canadian Cycling Association. For those individuals who already hold a BNS General Membership or a BNS racing license, club membership dues are only \$25. Please make cheques payable to "Randonneurs Nova Scotia".

Membership includes Bicycle Nova Scotia's comprehensive insurance coverage while riding, see

<http://bicycle.ns.ca/insurance-for-associated-clubs/>

Office use only:
Amount received: _____
Card number issued: _____
Forwarded to BNS _____