



**Mississauga Cycling
Advisory Committee**

WAIVER and RELEASE

The Jim Tovey Memorial Ride (“JTMR”) is a group bicycle ride organized and guided by the City of Mississauga Cycling Advisory Committee (“MCAC”). The JTMR is designed as an opportunity for residents to tour Mississauga’s diverse neighbourhoods, including the forthcoming proposal for the former Ontario Power Generation lands at 800 Hydro Road (hereinafter the “Lakeview Site”). All are welcome, subject to conditions set out below.

PARTICIPANTS: All minors must be accompanied by a parent/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 signed by their parent/guardian on their behalf.

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 City of Mississauga communication platforms (Facebook, Twitter, Website).

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

Below is the **Waiver & Release** to participate in the JTMR. 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 JTMR, I hereby agree and acknowledge the following, which includes a release of liability, which will apply to all of my participation in the JTMR:

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. With regard to on-site access to the Lakeview Site owned by Lakeview Community Partners Limited (LCPL), I understand that the property being visited is not maintained as a bike trail and may contain physical hazards (including but not limited to broken concrete and rebar), biological hazards (including but not limited to ticks), and chemical hazards (including but not limited to contaminated soil and water) and understand that I may come into contact with these hazards while traversing the property.

By my participation in the JTMR, 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 JTMR; that there are certain inherent risks and dangers associated with the JTMR as identified above, 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 JTMR.

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

I understand that it is not the function of the JTMR organizers, including the MCAC and associated staff of the City of Mississauga, 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. MCAC 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 Highway Traffic Act or any other applicable law or regulation. Notwithstanding this clause, MCAC is not responsible for the removal of any cyclists from the JTMR for any of the reasons noted above, and that 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, accident, illness, including death, or property damage. I understand and agree that none of the parties described below may be held liable in any way for any action, occurrence, accident or failure to act in connection with the JTMR. I hereby RELEASE from any and all liability and agree to INDEMNIFY AND HOLD HARMLESS THE MCAC, THE CITY OF MISSISSAUGA AND LCPL, their officers, agents, successors and assigns, the sponsors, the ride 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 JTMR. I understand I am responsible for my own conduct and decisions while participating in the JTMR 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 JTMR.

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.

The MCAC will not be responsible for any delay, interruption or other failure to perform, and may cancel the JTMR 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.

Name of Participant (print): _____

E-Mail (print): _____

DATE: Saturday, June 2, 2018

EMERGENCY CONTACT NAME AND PHONE NUMBER:

Addendum to Waiver and 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 the JTMR. I hereby RELEASE from any liability, and agree to HOLD HARMLESS and INDEMNIFY THE MCAC, THE CITY OF MISSISSAUGA AND LCPL, their officers, 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 JTMR. I hereby further agree to INDEMNIFY THE MCAC, THE CITY OF MISSISSAUGA AND LCPL, their officers, agents, successors and assigns, the ride 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 and this Addendum and legally competent to sign this Waiver & Release and 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.

If signing for a minor, the Name of the Legal Guardian (print): _____

Signature of Participant or Legal Guardian: _____