

INSTINCT RACING LTD.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (Hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY!

PARTICIPANT DETAILS

First, Middle and Last Name:
Address:
Phone:
Email:

This Release Agreement is written in the first person and you, as the participant in the Cycling Activities (as defined below), shall be referred to as "**I/me/my**" herein, or if the participant is under the age of 18 and unless already specified, "**I/me/my**" shall refer to such participant's parent or legal guardian with the authority to act and make legal decisions on behalf of his/her/their child(ren). All participants must have the physical dexterity and knowledge to safely ride.

Instinct Racing Ltd. and its owners, directors, officers, employees, independent contractors and subcontractors, volunteers, coaches, instructors, insurance providers, agents, representatives, successors and assigns are collectively referred to herein as the "**We/Our/Us/Releasees**".

1. **ASSUMPTION OF RISK.** I UNDERSTAND THAT my participation in mountain bike race training, dryland training and all related physical activities (the "**Cycling Activities**") involves high speed descents; rapid or uncontrolled acceleration on hills and inclines; jumps, pump tracks, railway tracks, potholes, curbs, trees, roots, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, etc.; streams and creeks, constructed features such as bridges, ramps, ladders, bumps, berms, jumps and drops; impact or collision with natural and constructed objects, pedestrians, motor vehicles or other cyclists; encounters with domestic or wild animals, failing to cycle safely or within one's own ability, strenuous physical exertion, physical contact with other participants while cycling including negligence on the part of other participants, which are all INHERENTLY HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY (INCL. DEATH) AND PROPERTY DAMAGE, even that such Cycling Activities are coached, directed and instructed of me by the Releasees. I UNDERSTAND CERTAIN RISKS ALSO INCLUDE NEGLIGENCE OR FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME (OR MY CHILD) FROM ALL RISKS, DANGERS AND HAZARDS OF THE CYCLING ACTIVITIES. Knowing the inherent risks and dangers, I FREELY ACCEPT AND FULLY ASSUME ALL INHERENT HAZARDS, DANGERS AND RISKS OF THE CYCLING ACTIVITIES, including but not limited to the above-mentioned risks. I agree to decline my participation in any Cycling Activities if and when I feel the risk of injury is too high.
 - a. **MEDICAL CONDITION and CARE.** I REPRESENT THAT I AM IN GOOD HEALTH AND THAT THERE ARE NO SPECIAL PROBLEMS ASSOCIATED WITH THE MY PHYSICAL OR MENTAL CONDITION. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for me which may be

necessary and agree to be fully responsible for any costs associated with such care or transport to such care.

2. **RELEASE OF LIABILITY, WAIVER OF CLAIMS and INDEMNITY.** I AGREE, to the greatest extent permitted by law, TO WAIVE ANY AND ALL CLAIMS AGAINST, INCL. FUTURE CLAIMS AGAINST, AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND NOT TO SUE THE RELEASEES FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I (OR MY CHILD) MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF MY PARTICIPATION IN THE ACTIVITY. I also agree to pay all costs, including attorneys' fees, incurred by any of the Releasees in defending an investigation, claim or lawsuit brought by or on my behalf whether arising in whole or in part from my participation in the Cycling Activities.
3. **USE OF MY IMAGE.** I GRANT THE RELEASEES PERMISSION TO OWN AND USE ANY IMAGE or LIKENESS OF MY IMAGE PHOTOGRAPHED OR FILMED OF ME WHILE PARTICIPATING IN THE ACTIVITY. Only if this permission is **not** granted by me, I will check this box:
4. **GOVERNING LAW.** I agree that any and all claims for loss, injury and/or death arising from my participation in the Cycling Activities shall be governed by the laws of the Province of British Columbia. The exclusive jurisdiction of any such claim shall be the courts of the Province of British Columbia.

IF SIGNING ON BEHALF OF A MINOR OR OTHER PARTICIPANT, I REPRESENT THAT I AM AUTHORIZED TO SIGN FOR THAT CHILD OR THAT PARTICIPANT'S BEHALF AND ACKNOWLEDGE THAT I AM BOUND BY ALL THE TERMS OF THIS RELEASE AGREEMENT. I understand that the minor participant would not be permitted to take part in any of the Cycling Activities unless I agree to the terms of this Release Agreement. I understand that a minor participant may ride for short periods without an adult present.

IF SIGNING THIS RELEASE AGREEMENT WITHOUT A PARENT OR LEGAL GUARDIAN'S SIGNATURE, I REPRESENT THAT I AM AT LEAST 19 YEARS OLD.

I understand that this Release Agreement will apply for each and every time that I participate in any Cycling Activities with the Releasees. I understand that this Release Agreement is a contract and, to the fullest extent permitted by law, shall be binding on me and my assignees, heirs, next of kin, executors and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. IF I DO NOT AGREE TO SIGN THIS RELEASE AGREEMENT, I (OR MY CHILD) CANNOT PARTICIPATE IN THE CYCLING ACTIVITIES.

Print full name of participant or the full name of the participant's parent/legal guardian	Signature of participant or parent/legal guardian of minor participant	Print full name of minor participant, if applicable	Date (MM/DD/YYYY)