

## BC CANCER FOUNDATION

### TOUR DE CURE

RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ACKNOWLEDGMENT AND 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 FOR NEGLIGENCE, BREACH OF CONTRACT OR  
CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

TO: BC Cancer Foundation, BC Cancer, and their respective directors, trustees, officers, employees, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, cooperating organizations, successors and assigns (hereinafter collectively referred to as the "Releasees").

#### ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

I am aware that participating in the Tour de Cure (the "Event") involves many risks, dangers and hazards including, but not limited to: equipment or bike malfunction, failure or damage; improper use of equipment or bike; the effects of weather; falling from bike; contact with other bikes, vehicles, pedestrians, structures or natural features; limited access to and/or delay of medical attention; and exposure to infectious diseases; and I assert that my participation in the Event is voluntary.

I am aware that participating in the Event can result in negligence or failure to act safely or within one's own ability or to stay within designated areas; negligence of other persons; and NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.

I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, INCLUDING BUT NOT LIMITED TO SPRAINS, FRACTURES, TORN OR STRAINED MUSCLES, CONCUSSIONS, CONTUSIONS, OTHER INJURIES, OR DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

I acknowledge the following:

- There will be no medical services provided to any participant;
- No support services, namely hydration/electrolyte replacement/energy supplements and artificial cooling methods (sponges, misting stations) will be provided in any fashion;
- Each participant will complete the Event based on personal preference and capability (pace, cadence, aerobic threshold);
- Each participant is responsible for continuously monitoring exertion during the Event and the manner in which medical attention is sought;

I pledge to do the following in support of my participation in the Event:

- Practice social distancing protocols during all phases of my participation and follow all directions of the provincial and federal governments and public health officers;
- Exercise generally accepted movement when cycling on streets, roadways, bike paths and bike lanes;
- Carry a cell phone or other personal communication device during the Event, as a means to connect if assistance is required while cycling, but shall not use such device during the Event in such a way as to distract from the environment;
- Consult with a physician before training or participating in the Event;
- Will not wear headphones unless on a closed course;
- Select a route and time to best avoid congestion, and review before departing
- Plan route to obtain adequate hydration and nourishment
- Review and agree to the contents of this waiver for the Event

Furthermore, by submitting any photo or other materials (Materials) to the Releasees in connection with the Event, I agree that any Materials submitted (i) are original to me and that I have obtained all necessary rights to the Materials

for the purposes of submitting such Materials and (ii) do not contain any reference or likeness of any identifiable third parties, unless consent has been obtained from all such individuals. In addition, by submitting Materials, I (i) hereby grant the Releasees the irrevocable and perpetual right to use my name and the Materials in whole or in part in any media and manner, including the Internet and social media, for advertising and promotion of the Event or any other lawful purpose, and (ii) waive all moral rights in and to the Materials in favour of the Releasees.

I understand that all donations, and registration fees, processed by BC Cancer Foundation are non-refundable and non-transferable.

#### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees permitting my participation in the Event, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES, and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my participation in the Event DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of or personal injury to any third party, resulting from my participation in the Event;

3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia, and shall be within the exclusive jurisdiction of the Courts of British Columbia.

In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the Event other than what is set forth in this Agreement.

I REPRESENT AND WARRANT THAT I WILL BE AT LEAST 13 YEARS OLD AT THE TIME OF THE EVENT.

IF I AM UNDER THE AGE OF 19, I HAVE RELIED ON THE ADVICE AND GUIDANCE OF MY PARENT OR GUARDIAN IN ASSESSING THE RISKS OF MY PARTICIPATION IN THE EVENT, AND I UNDERSTAND I MUST HAVE A PARENT OR GUARDIAN ACCOMPANY ME IN THE EVENT AS A FELLOW, REGISTERED PARTICIPANT.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS THAT I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

**[ ] I AGREE WITH THE TERMS AND CONDITIONS ABOVE.**