

**British Columbia Off-Road Motorcycle Association
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 YOUR RIGHTS TO SUE PLEASE READ CAREFULLY!**

Participant's initial acknowledging above:-

Name Last _____ First _____ Middle Initial _____

Address Street _____ City _____ Province _____

Postal Code _____

Phone No _____ Email _____

DoB _____

TO: British Columbia Off-Road Motorcycle Association and the British Columbia Off-Road Motorcycle Association Member Clubs and it's (their) directors, officers, guides, agents, representatives, suppliers, sponsors, successors, **insurers, insurance intermediaries, employees, owners, operators** and assigns. (All of whom are hereinafter referred as "the Releasees")

DEFINITION

In this Release Agreement: the term **CLUB EVENT** includes, but is not limited to all activities, services and use of **facilities** either provided by or arranged by the Releasees, including, but not limited to: orientation sessions; recreational activities undertaken during an **event**; travel by **vehicle**; all travel either within or beyond the designated boundaries, including in the backcountry and on logging roads, trails and private lands.

PROTECTIVE EQUIPMENT

I have been advised to wear an approved riding helmet and appropriate protective equipment when operating a trail bike. **I will wear proper safety equipment at all times, including helmet and other padding whilst participating in a club event. Failure to do so involves risk of injury.**

LICENSE & REGISTRATION

I have been advised it is mandatory to carry the required license, registration and personal liability insurance as outlined in the Off-Road Vehicle Act of British Columbia.

ASSUMPTION OF RISKS

I acknowledge that ORV's including trail biking is an inherently dangerous activity. I am aware that trail biking involves many inherent risks, dangers and hazards, including but not limited to: exposed rock, earth, ice or other natural objects; trees, tree wells, tree stumps, forest deadfall; holes and depressions on or beneath the trail or surface; variable and difficult weather conditions; changes or variations in the terrain which may create blind spots or areas of reduced visibility; streams and creeks; cliffs; crevasses; crossing natural or manmade structures; travel on back-country roads; snow trail bike trails, road-banks and cut-banks; impact or collision with other trail bikes and vehicles, becoming lost or separated from the group or other participants; mechanical failure of trail bikes and related equipment; extreme and rapidly changing weather conditions; encounter with wildlife including bears **and other animals**; the failure to operate an trail bike safely or within one's own ability; negligence of other trail bike riders and other persons; AND NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE

BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE. **THIS INCLUDES PARTICIPATION IN ANY TRAINING AND/OR INSTRUCTION GIVEN BY STAFF OF THE CLUB.** I am also aware and acknowledge that communication in the wilderness terrain may be difficult, and in the event of an accident, rescue, medical treatment and evacuation may not be available or may be delayed. Wilderness weather conditions may be extreme and can change rapidly and without warning. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH TRAILBIKING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

ALCOHOL AND ILLEGAL SUBSTANCES. I acknowledge that use and/or consumption of alcohol and all illicit drugs and/or street drugs IS PROHIBITED ON THE *vehicles* OR WHILE ENGAGING IN THE CLUB EVENT. If I use, consume or am under the influence of alcohol or illicit and/or street drugs prior to or while engaging in the CLUB EVENT or while on the Facilities, as defined above, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY THE RELEASEES OR OTHER THIRD PERSONS AND/OR THIRD PARTIES, I ASSUME AND ACCEPT ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM AND WILL INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY DAMAGE TO PROPERTY OR PERSONAL INJURY TO ANY THIRD PARTY, RESULTING FROM MY PRESENCE ON THE FACILITIES AND/OR ENGAGEMENT IN THE CLUB EVENT, WHILE, DURING OR AFTER CONSUMPTION OF ALCOHOL OR ILLICIT AND/OR STREET DRUGS.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in the **CLUB EVENT** and permitting my use of their services **and facilities**, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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 **a club event**, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE *OCCUPIERS LIABILITY ACT*, or the **Off-Road Vehicle Act** ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE **CLUB EVENT** REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in a CLUB 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 the province where the Club Event takes place and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province of **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 on any oral or written representations or statements made by the Releasees with respect to the safety of participating in trail biking, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, 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.

Signed this _____ day of _____ Year _____

Signature of Witness _____

Print name clearly _____

Participant Signature _____

Print name clearly _____

I AM NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY THE RELEASEES WITH RESPECT TO THE SAFETY OF THE CLUB EVENT AND/OR THE FACILITIES OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT.

FOR PARTICIPANTS OF MINORITY AGE, I HEREBY CONSENT THAT I, AS PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT OF MINORITY AGE, DO CONSENT AND AGREE, TO HIS/HER RELEASE OF ALL THE RELEASEES, AND, FOR MYSELF, MY HEIRS ASSIGNS AND NEXT OF KIN, I RELEASE AND AGREE TO INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO THIS PARTICIPANT OF MINORITY AGE'S PARTICIPATION IN THE TRAIL BIKE CLUB EVENT OR ATTENDANCE AND/OR USE OF THE FACILITIES.

Signature of Guardian if participant is under age of majority _____