

EACH ENTRANT MUST SIGN AN INDIVIDUAL WAIVER AND BRING THE ORIGINAL TO THE START OF THE EVENT.

Great Waterfront Trail Adventure Tour  
July 3<sup>rd</sup> to 10<sup>th</sup>, 2010

I, the undersigned, know and understand that the Waterfront Regeneration Trust's events, such as the Great Waterfront Trail Adventure Tour, involve potentially hazardous or dangerous activities and conditions. I attend the Great Waterfront Trail Adventure Tour (GWTAT) and all related events out of my own free will and choice. In choosing to attend the GWTAT and any related events, I fully accept and assume all risks, whether before, during, or after the GWTAT and its related events. These include, without limitation, physical injury, mental injury, emotional distress, trauma, sickness, illness, death, contact with other participants, equipment failure, inadequate safety equipment, the effects of weather including extreme temperature or conditions, collision with other riders or fixed objects, the conditions of and/or design and other defects in the road, path, camping, negligence of others and participating in events, including those along the route, as well as, loss or damage of personal property. I am aware that the risk of injury or death is always present in biking and its attendant events and that this risk cannot be eliminated by the Waterfront Regeneration Trust, GWTA organizers, sponsors, and the government and private entities that host or assist in the GWTA events. I know and accept that biking and road accidents may result from the failure for any reason (including negligence) of GWTA organizers, sponsors and the government and private entities that host or assist in the GWTA events to correctly determine the conditions and safety of the road, surface, route, or weather or to predict where or when an accident might occur. All risks are known, appreciated, and assumed by me and I waive any and all specific notice of the existence of them and further waive the obligation, if any, that any other person or entity has to advise or warn me of them. I assume and will pay my own medical and emergency expenses in the event of injury, illness or other incapacity regardless of whether I authorized such expenses. I authorize the use and release of personal and medical information in connection with any medical services provided to me.

I realize that certain GWTA events require physical conditioning. I represent that I am in sound medical condition capable of participating in the GWTA events without risk to myself or others. I have no medical impediment that would endanger others or myself. I understand that a situation may arise during the GWTA and related events that may be beyond the control of the sponsors, promoters, organizers or others or may arise from negligence by them and accept and assume all risks of participation and/or attendance. I will be solely responsible for the condition and adequacy of my bicycle, safety gear, riding equipment and vehicle. I will ride safely within the limits of my own abilities, my equipment and the riding conditions and in a manner that does not endanger either myself or others.

Knowing these facts and in consideration of my entry acceptance, admission to and/or participation in the GWTA and its related events, I for myself, spouse, children, heirs, next of kin, assigns and anyone acting on my behalf, release, waive, discharge, covenant not to sue and agree to hold the Waterfront Regeneration Trust, subsidiaries and affiliated entities; GWTA sponsors and participating clubs, communities and organizations; GWTA officials, emergency and support personnel, volunteers and their representatives; official Friends of the GWTA; persons and entities that provide event recommendations, advice or services relating to matters such as route selection, design or maintenance, risk management, safety and first aid; all property owners, law enforcement agencies and governmental or public entities, including without limitation the Province of Ontario, its counties, cities, towns, and special districts; and the officers, directors, employees, representatives, agents, and successors of all of the above, harmless from any and all claims, demands and actions of any and every kind I have, may have or may hereafter accrued against the released parties directly or indirectly arising out of or relating in any respect to my attending

or participation in the GWTA and its related events. My waiver and release of all claims, demands, actions, and liabilities shall include without limitation, any personal injury, accident, illness, or death and any property damage or loss that may be: (a) caused by any act, or failure to act, by the above-identifies persons and entities, including without limitation, their negligence, errors, omissions, failure to enforce rules, and conditions of the routes and/or event premises, and/or (b) sustained by me before, during or after the GWTA and it's related events. I acknowledge that I am signing this agreement freely and voluntarily, and intend by my signature for this to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further acknowledge that no representations, promises, statements or inducements have been made to me other than as set forth in this document. I will abide by all GWTA rules and regulations. I understand that my name, address, photograph, voice and/or likeness may be used in promotional or advertising materials of or by the Waterfront Regeneration Trust, and its licensees. I consent to such uses and waive any rights of privacy or publicity I may have in connection with provision of any medical services by the GWTA sponsors and organizations. I further agree to indemnify and hold the parties released above harmless from any and all losses, damages, injuries, claims and expenses, including attorneys' fees, arising from or relating in any respect to my attendance and/or participation in the GWTA and/or its related events or my breach of this agreement. If I am a minor, my parent or guardian also is signing on my behalf. We both agree to be bound by the terms of this agreement, waiver and release. We understand that no modifications or amendments to the standard Entry Form and the standard language of this waiver and release shall be binding unless they are accepted in a separate writing signed by the Executive Director of the Waterfront Regeneration Trust.

If special arrangements are required for individuals with disabilities to complete and submit this form or if translation to another language is required, please contact Ian Lobb at the Waterfront Regeneration Trust, 372 Richmond Street West, Suite 308, Toronto, Ontario, M5V 1X6 – [il@wrtrust.com](mailto:il@wrtrust.com) - no later than June 1st, 2010. The Trust will take those steps reasonably available to accommodate your request.

I \_\_\_\_\_ HAVE READ THIS AGREEMENT, WAIVER, AND RELEASE, UNDERSTAND IT AND VOLUNTARILY AGREE TO AND ACCEPT ITS TERMS. I UNDERSTAND I AM GIVING UP SUBSTANTIAL RIGHTS. (Submit signed original in person at the beginning of the event.)

Printed Name \_\_\_\_\_

Date Signed \_\_\_\_\_

Signature of Participant \_\_\_\_\_

Signature of Parent or Guardian if Participant is Under 18 \_\_\_\_\_