

# TEN PACK AM PRESENTED BY MUSKOKA WOODS BMX BIKE COMPETITION

## RELEASE WAIVER

### EVENT WAIVER RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTIONS OF RISKS AND INDEMNITY AGREEMENT

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE**

**PLEASE READ CAREFULLY!**

Initial

This agreement must be completed in full, and witnessed before a participant will be permitted to take part in the Event.

I understand that I, and each participant in the TEN PACK AM PRESENTED BY MUSKOKA WOODS (the "Event"), will be engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment and death, and that also involve the risk of severe economies and property loss and damage. I understand that these risks may result from the actions, negligence and failure to act of others and myself, (including, without limitation, the participants in, sponsors, and the organizers, contractors and sub-contractors, and volunteers of the Event) and from the rules and challenges of play, and the condition of any facilities or equipment used. I also understand that there may be risks involved which are not known to me or to Muskoka Woods (the "Producer"), and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the activities in which I may participate. I agree to abide by all conditions of participation including those relating to mandatory safety equipment (HELMETS ARE MANDATORY FOR ALL PARTICIPANTS) and I agree to abide by all conditions and communications from the Event Officials.

I am physically fit to participate in the Event and have not been advised otherwise by a medical practitioner and understand Muskoka Woods shall have no responsibility for accident or injury.

I agree that before I participate in the Event, I will inspect the related facilities and equipment. I will immediately advise the supervisor of the Event until all unsafe conditions observed by me have been remedied.

I assume all of the foregoing risks and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability or expense, of any kind of nature, that I or my property may suffer arising out of or in connection with the Event or my participation therein or attendance thereat.

In consideration of my being permitted to participate in the Event, I including myself, my heirs, executors, administrators, and assigns hereby release and forever discharge and agree to save and hold harmless Muskoka Woods Sports Resort, Muskoka Woods Youth Camp Inc., Marie Boddy Foundation and John Albert Boddy Youth Camp Foundation, Metro BMX Jam Incorporated, World Bicycle Sports Inc., and their respective members, agents, volunteers, employees, contractors and sub-contractors, sponsors, officers and directors (collectively the "Releasees") from any and all actions, causes of action, claims and demands resulting from any loss, injury or damage to person or property which has arisen or may arise from any and all use of the Muskoka Woods Sports Resort and/or the Event venue including any programs or otherwise, negligence, breach of contract, or breach of any statutory or other duty of care on the part of the Releasees and including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards associated with the Event.

Initial

Every participant must be covered by OHIP or have equivalent medical insurance coverage and provide Muskoka Woods evidence of health insurance (i.e. Health Card Number). In connection with any injury I may sustain or illness or other medical conditions I may experience during my participation in or attendance at the Event, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if I am

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not able or immediately available to do so. The participant understands they will be charged with the additional expense of transportation and/or special care if necessary.

The undersigned agrees that any and all actions arising out of this agreement or the use of the Muskoka Woods Sports Resort and/or Event venue will be governed by the laws of Ontario, Canada and consents to the exclusive jurisdiction of the courts in Ontario, Canada in any and all such actions. Any provisions herein found by a court to be void and unenforceable shall not affect the validity or enforceability any other provisions.

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

Signature: \_\_\_\_\_ Witness: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

*If the person executing the foregoing release is a minor, the following section must be completed:*

I represent that I am a parent or guardian of the minor who has signed the above release, and hereby agree that we both shall be bound thereby:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship to Minor: \_\_\_\_\_

Address: \_\_\_\_\_

AS A PARTICIPANT IN THIS EVENT, I AGREE TO FOLLOW ALL INSTRUCTIONS ISSUED BY ALL OFFICIALS OR BY MEANS OF ANNOUNCEMENTS. ALSO, TO WEAR THE ISSUED ATHLETE IDENTIFICATION BRACELET IN FULL VIEW AT ALL TIMES DURING ALL ACTIVITIES OF THE EVENT AND UNDERSTAND THAT FAILURE TO DO SO WIL RESULT IN DISQUALIFICATION FROM THE EVENT.

**NO ALCOHOLIC BEVERAGES PERMITTED AT EVENT**  
**SMOKING PERMITTED IN DESIGNATED AREAS ONLY**

Initial

**In the event of an Emergency: (PLEASE PRINT)**

Contact \_\_\_\_\_  
(First Name) (Last Name)

Relationship \_\_\_\_\_

Phone \_\_\_\_\_

Other # \_\_\_\_\_

Health Card # \_\_\_\_\_