

Victoria Cycling Adventures Club Waiver

In consideration of being permitted to participate in any way in Victoria Cycling Adventures Club (VCAC) sponsored bicycling activities ("activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree, and represent that I understand the nature of bicycling activities and that I am qualified, in good health, and in proper physical condition to participate in such activity. I further acknowledge that the activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.
2. Fully understand that:
 - a) bicycling involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death ("risks");
 - b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activity, the conditions in which the activity takes place, or the negligence of the "releasees" named below; and
 - c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I may incur as a result of my participation in the activity.
3. Hereby release, discharge, and covenant not to sue VCAC, the League of American Bicyclists, its respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activity takes place, (each considered one of the "releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations. and, i further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.
4. I fully understand that responsibility to safely and competently ride a VCAC ride is solely my responsibility, including responsibility for observing and adapting to all traffic conditions, signage and surface conditions, observance of all traffic laws, and riding carefully and defensively.
5. I fully understand and agree that I must wear an approved bicycle helmet and must not wear or use headphones or earphones when participating in any VCAC ride.
6. I fully understand that VCAC may change, cancel, or postpone a ride or venue, and I release, discharge and covenant not sue VCAC from any consequences of cancellation, postponement or change of venue.
7. I fully understand that VCAC including its directors, ride leaders, marshals and sweeps has complete authority for the ride, including:
 - a) the right to refuse the participation of any person on the ride;
 - b) the right to remove from the ride any rider who is deemed to be endangering him or herself or others, or is riding illegally as defined by traffic law, or whose conduct or behavior detracts from the enjoyment of other ride participants; and
 - c) discretion to select a recommended route. Road conditions and signage may have changed since the ride was planned and the recommended route does not guarantee safe riding or security from theft or assault, and that I am free to choose another route if I wish, but if I do, I will be riding independently, without supervision or observation and no one is responsible for warning you of common or special hazards.
8. I fully understand that VCAC rides may include stops at venues where alcohol may be available, during or after the ride. It is my responsibly to never become intoxicated during the ride and to ensure I remain fit and able to safely cycle. I fully understand that VCAC does not allow intoxication and should I become intoxicated in violation of law, I will be expressly doing so at my own risk and VCAC assumes no liability for any civil or criminal violation or damages that may be assessed against me as a result.
9. I fully understand that VCAC accepts no responsibility where I accept assistance from another participant or ride official in attempting a roadside bike repair.
10. I fully understand that VCAC accepts no responsibility where I accept emergency first aid assistance from another participant or ride official.
11. I hereby grant full permission to VCAC to use, reuse, reproduce, publish, or republish any photographs, motion pictures, recordings, or any other record of my participation in a VCAC ride or event, in any medium now known or hereafter developed, alone or in conjunction with other material, without restriction as to changes or alterations, as well as to use my name, voice, likeness, and/or other indicia of identity, for editorial, educational, promotional, advertising, and commercial purposes. Further, I relinquish all rights, title, and interest in any and all photographs, motion pictures, recordings, or other records of a VCAC ride or event that I may take or capture to VCAC.

I am 19 years of age or older, have read and understand the terms of this agreement, understand that i am giving up substantial rights by signing this agreement, have signed it voluntarily and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

PARTICIPANT'S NAME (PRINT) _____

PARTICIPANT'S SIGNATURE _____

DATE: _____

(month, day, year)

ADDRESS: _____

(Street)

(City)

(Province)

(Postal Code)

PHONE # (home): _____ : _____ PHONE # (cell): _____ : _____