

## EBTC Guest Registration and Waiver

This form must be completed and the Waiver signed by each guest in order to participate in an EBTC event. Guests must be invited and hosted by a current EBTC member. Please bring the signed form with you to your event.

### Ride Information

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

Date of Ride: \_\_\_\_\_

Ride Leader: \_\_\_\_\_

### Guest Registration Information

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

Cell Number: \_\_\_\_\_ Email: \_\_\_\_\_

In case of emergency contact:

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

**Items to note** about EBTC's active events (rides, walks/hikes, Nordic skis):

- EBTC is an adult-only (18+) Club, run entirely by volunteers
- Pedal assist e-bikes are welcome, unless otherwise stated in the ride description. Throttle e-bikes are not permitted.
- EBTC is not in a position to provide a support rider/equipment or other assistance for a person with a disability.
- Trailers and pets are not allowed on EBTC rides.

Google **bikeclub.ca** for EBTC's weekly Newsletter, event calendar and other information. In the Newsletter, you'll also find links to the Club's Facebook page and Instagram account.

### Accompanying EBTC Member

You are responsible for your guest during the entirety of the ride. If you require assistance, please contact the ride leader regarding the nature of the support needed.

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

**EDMONTON BICYCLE AND TOURING CLUB (“EBTC”)  
ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND  
INDEMNITY (ADULT PARTICIPANT)**

## **1. DEFINITIONS**

In this Agreement:

- a) “Activities” means any activity, event, ride, tour, trip, program, gathering, or service organized, sponsored, promoted, led, facilitated, or hosted by EBTC (paid or unpaid), including, but not limited to: single-day cycling rides, cycle touring, multi-day trips (including camping), EBTC social events, walks, cross-country skiing, other outdoor activities, and travel to, from, and between Activity locations.
- b) “Released Parties” means EBTC and its past, present, and future directors, officers, members, ride leaders, volunteers, employees (if any), contractors, agents, representatives, insurers, and (where applicable) any third-party tour operators, guides, instructors, venues, sponsors, and service providers involved with the Activities.
- c) “Locations” means any public or private roads, paths, trails, parks, facilities, campgrounds, venues, and other places where Activities occur in any Canadian province or territory except Quebec.
- d) “Adult” means a person who has attained the age of majority in the province or territory where the Activity occurs.
- e) “Participant”, “I”, “me”, “my” means the person accepting this Agreement.

## **2. ASSUMPTION OF RISKS**

I understand that participating in the Activities involves inherent risks, dangers, and hazards that may result in serious injury, illness, death, or property damage.

Without limiting the generality of the foregoing, I understand risks may include: collisions with vehicles, cyclists, pedestrians, or objects; road/trail hazards (potholes, gravel, uneven surfaces, construction, debris); weather and visibility conditions; wildlife/animal encounters; equipment failure or improper maintenance; group-riding dynamics (drafting, close riding, sudden stops/turns); physical exertion and medical events; remote locations and delayed access to medical care; camping/outdoor hazards where applicable; travel-related risks; and exposure to communicable diseases.

I freely and voluntarily assume all risks arising from or related to my participation in the Activities, to the fullest extent permitted by law.

## **3. PARTICIPANT RESPONSIBILITIES**

I agree that I am solely responsible for my own safety and conduct. I will:

- a) wear a properly fitted helmet meeting applicable safety standards while cycling;
- b) ensure my bicycle/equipment is in safe working condition and suitable for the Activity;
- c) comply with applicable laws and regulations (including traffic and trail-use rules);

- d) follow reasonable instructions from EBTC ride leaders/organizers and exercise due care;
- e) participate only if I am physically and medically able, and stop if conditions become unsafe; and
- f) not participate while impaired by alcohol, cannabis, illegal drugs, or any substance that affects safe cycling.

#### **4. RELEASE OF LIABILITY; WAIVER OF CLAIMS; INDEMNITY**

In consideration of being permitted to participate in the Activities (which permission EBTC may revoke at any time), I agree, to the fullest extent permitted by law, as follows:

- a) Release / Waiver: I waive any and all claims that I have or may in the future have against the Released Parties, and I release the Released Parties from any and all liability for any loss, damage, expense, cost, or injury (including personal injury, death, and property loss/damage) that I may suffer, or that my heirs or representatives may suffer, arising out of or in any way connected with my participation in the Activities, including claims based on the negligence of one or more of the Released Parties.
- b) This Agreement does not release liability for a Released Party's wilful misconduct or intentional wrongdoing.
- c) Indemnity: I will indemnify and hold harmless the Released Parties from and against any claims, demands, actions, losses, damages, costs, and expenses (including reasonable legal fees on a substantial indemnity basis) brought by any third party arising from: (i) my participation in the Activities; (ii) my breach of this Agreement or applicable rules/instructions; or (iii) my negligent, reckless, or wrongful acts or omissions, except to the extent such claims are finally determined by a court of competent jurisdiction to have been caused solely by the wilful misconduct or intentional wrongdoing of a Released Party.
- d) Binding Effect: This Agreement is binding upon me, my heirs, next of kin, executors, administrators, assigns, and representatives.

#### **5. THIRD-PARTY PROVIDERS**

I understand some Activities may involve third-party tour operators, guides, instructors, venues, accommodations, or transportation providers, who may require additional waivers. Participation remains at my own risk, and this Agreement benefits those third parties where included in the definition of Released Parties.

#### **6. SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the invalidity, illegality, or unenforceability of such provision shall not affect the validity, legality, or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect. The parties agree that any invalid, illegal, or unenforceable

provision shall be reformed or construed in a manner that most closely approximates the original intent of the parties to the extent permitted by applicable law.

## **7. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the province or territory where the Activity occurs and the federal laws of Canada applicable therein, without regard to conflicts of law principles. For Activities in Alberta, the laws of Alberta apply.

Any litigation involving the parties shall be brought in the courts of the province or territory where the Activity occurs or, at EBTC's election, in the courts of Alberta. For Activities in Alberta, the parties irrevocably attorn to the exclusive jurisdiction of the courts sitting in Edmonton, Alberta.

## **8. ACKNOWLEDGMENT**

I HAVE READ AND UNDERSTOOD THIS AGREEMENT. I WARRANT THAT I AM AN ADULT (HAVING ATTAINED THE AGE OF MAJORITY IN THE PROVINCE OR TERRITORY WHERE THE ACTIVITY OCCURS). I UNDERSTAND THAT BY ELECTRONICALLY ACCEPTING IT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, TO THE FULLEST EXTENT PERMITTED BY LAW. I HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE AND HAVE EITHER DONE SO OR VOLUNTARILY CHOSEN NOT TO DO SO.

THIS WAIVER IS FOR ADULT PARTICIPANTS ONLY. MINORS MAY NOT PARTICIPATE IN EBTC ACTIVITIES.

I have read, understood, and agree to this Assumption of Risks, Release of Liability, Waiver of Claims, and Indemnity as an Adult Participant.

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

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

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