

**CANADIAN INSTITUTE OF TRANSPORTATION ENGINEERS
INSTITUT CANADIEN DES INGÉNIEURS EN TRANSPORTS**

WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT (the “Agreement”)

WARNING: By signing this Agreement, you, the Participant, will waive certain legal rights, including the right to sue in circumstances outlined in this Agreement. Please ensure you read this document very carefully.

1. I, the undersigned (the “Participant”), hereby acknowledge and understand that this is a binding legal agreement, and that I have had sufficient opportunity to clarify any questions or concerns that I may have before signing the Agreement. As a participant in the sport of cycling and/or the events, programs, races and/or activities organized, operated, conducted or sanctioned by the Canadian Institute of Transportation Engineers / Institut Canadien des Ingénieurs en Transports, I, the Participant, hereby acknowledge and agree to the terms and conditions set out in this Agreement.
2. Canadian Institute of Transportation Engineers / Institut Canadien des Ingénieurs en Transports, together with its directors, officers, committees, members, employees, servants, volunteers, participants, agents, successors, affiliates, representatives and assigns (individually and collectively, “CITE”) shall not in any way be responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind whatsoever suffered by the Participant during, or in connection with: (i) the sport of cycling; (ii) any program, activity and/or event of CITE; and/or (iii) the rental/use of a bicycle and/or related equipment from CITE, whether caused by the risks, dangers and hazards associated with the sport of cycling, any program, activity and/or event of CITE and/or the rental/use of a bicycle and/or related equipment from CITE, or caused in any manner whatsoever by CITE, including by the negligence of CITE.
3. I am participating voluntarily in the sport of cycling and the activities, events and/or programs of CITE. In consideration of my participation in the sport of cycling and the activities, events and/or programs of CITE and/or my rental/use of a bicycle and/or related equipment from CITE for use in the sport of cycling and the activities, events and/or programs of CITE, I hereby acknowledge that I am fully aware of the risks, dangers and/or hazards associated with or related to the sport of cycling and the programs, activities and/or events of CITE, and further that I may be exposed to such risks, dangers and/or hazards. These risks, dangers and/or hazards include, but are in no way limited to, injuries arising from:
 - the sport of cycling, including road, track, mountain biking and all other forms of cycling;
 - executing strenuous, demanding physical techniques in cycling and/or exerting and stretching muscle groups;
 - vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts;
 - mounting, dismounting and/or falling off a bicycle;
 - falling, tumbling or hitting any ground, surface, concrete, road, track or other surfaces;
 - physical contact with other participants (including those engaged in programs, activities and events support);
 - failure to properly use any equipment and the mechanical failure of any equipment or part thereof;
 - inadequate safety equipment, improper maintenance or adjustment of equipment;
 - collisions or being struck by other participants, pedestrians, fixed objects, spectators, equipment or vehicles;
 - road conditions, terrains and vehicular traffic where cycling;
 - failure to stay within the designated course area;
 - extreme weather/temperature conditions that may result in dehydration, heatstroke, sunstroke or hypothermia;
 - spinal cord injuries, head injuries or other injuries that may render the Participant permanently paralyzed; and/or
 - travel to and from activities, events and/or programs of CITE.
4. Furthermore, I am aware that:
 - injuries sustained during the sport of cycling and the activities, events and programs of CITE can be severe;
 - I may experience anxiety during the sport of cycling and the activities, events and/or programs of CITE;
 - my risk of injury is reduced if I follow all rules established for participation;
 - my risk of injury increases as I become fatigued;

- I cannot participate in the activities, events or programs of CITE if I am under the influence of drugs/alcohol;
 - wearing a helmet is important, and I must wear a helmet at all times during activities/events/programs of CITE.
5. In the event that I am renting/using a bicycle and/or related equipment from CITE, I agree to return them to CITE when I am finished using them, in the same condition they were in when I picked them up, normal wear and tear excepted. If the bicycle and/or related equipment is lost or destroyed during my period of use, I agree to immediately inform CITE of the same and to replace such bicycle and/or related equipment within fifteen (15) days of such loss or destruction. Moreover, if the bicycle and/or related equipment is damaged during my period of use, I agree to immediately inform CITE of the same and to have the bicycle and/or related equipment fixed or replaced, at my sole expense, within fifteen (15) days of such damage. I also acknowledge and understand that CITE disclaims all representations and warranties associated with all CITE’s bicycles and related equipment, including any warranty as to fitness for a particular purpose.
6. In consideration of CITE allowing me to participate and/or renting me a bicycle and/or related equipment, I agree:
- that I am physically able to participate in the sport of cycling, the activities, events and/or programs of CITE;
 - that I understand how to operate the CITE rental bicycle and/or related equipment, as applicable;
 - the rules of participation in the activities, events and/or programs of CITE must be followed at all times;
 - the sole responsibility for my safety remains with me, including physical and emotional preparation and fitness;
 - to discontinue participation if I sense or observe any unusual hazard or unsafe condition;
 - to discontinue participation if I feel unable or unfit to safely continue;
 - to **ASSUME** all risks arising out of or connected to my participation in the activities/events/programs of CITE;
 - to **ASSUME** all risks arising out of or connected to my rental/use of a bicycle or related equipment from CITE;
 - to **WAIVE** any and all claims that I may have, whether now or in the future, against CITE;
 - to **ACCEPT AND ASSUME** all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from or in connection with my participation in the activities, events and/or programs of CITE and/or my rental/use of a bicycle and/or related equipment from CITE; and
 - to **FOREVER RELEASE** CITE from all liability for any claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments and costs (including legal fees) (individually and collectively, the “**Claims**”) that I may now have or may have in the future, arising out of, resulting from, relating or in any way connected to: (i) my participation in the sport of cycling; (ii) my presence at any venue and participation in the events, activities and/or programs of CITE; (iii) my traveling to or from the events, activities and/or programs of CITE; and/or (iv) my rental/use of a bicycle and/or related equipment from CITE, even though such Claims may have been caused by any manner whatsoever, including but not limited to the negligence, negligent rescue, omissions, carelessness, breach of contract or breach of any duty of care by CITE.
7. I have read this Agreement, understand it and have voluntarily executed it. I understand this Agreement shall be binding upon myself, my heirs, spouse, children, parents, guardians, next-of-kin, executors, administrators and representatives.
8. This Agreement shall be construed in accordance with the laws of Ontario. The invalidity of any provision of this Agreement shall not affect the validity of any other provision herein, which shall remain in full force and effect.

By signing below, the Participant agrees to be bound by this Agreement.

Name of Participant (Please print)

Telephone Number

Email Address

Participant Signature

Date

Bicycle Rental (Yes/No) _____