

2023 VG4A Cycle Tour
PERSONAL CYCLING CHALLENGE
WAIVER FORM
April 10 – September 10, 2023

Name _____ Phone _____

Address _____

To: Victoria Grandmothers for Africa, its executive, and all agents, volunteers, sponsors and cycling participants associated in any way with the VG4A Cycle Tour (the Releasees).

Assumption of Risks: I am aware that participation in the VG4A Cycle Tour, which includes all training rides in connection with the tour (together, the Tour) involves risks, dangers and hazards including, but not limited to: changing weather conditions, mechanical failure of bicycles, loss of balance, difficulty or inability to control one's speed and direction, variation or changes in the cycling surface, including holes, depressions, loose gravel, rocks, mud, creeks, etc., impact or collision with pedestrians, motor vehicles or other cyclists, encounters with domestic or wild animals, failing to cycle safely within one's own ability and negligence of the organizers, including their failure to take reasonable steps to safeguard or protect me from the risks, dangers or hazards of the Tour including the risk of contracting or transmitting COVID-19 or other illnesses. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom. I have been advised that the Releasees require the mandatory use of an approved helmet while riding a bicycle.

Release of Liability, Waiver of Claims, and Indemnity Agreement: In consideration of the Releasees allowing my participation in this Tour, I hereby agree as follows:

- 1) To waive any and all claims that I have or may in the future have against the Releasees, and to release the Releasees from any and all liability for any loss, damage, expense or injury including death or incapacity that I may suffer or incur or that my next of kin may suffer or incur resulting from my participation in the Tour, due to any cause whatsoever, including 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 of the Tour referred to above.
- 2) To hold harmless and indemnify the Releasees from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Tour.

This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death. Further, this agreement and any rights, duties, and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction. Any litigation involving the parties to this agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

I agree that photos and videos taken throughout the Tour will be utilized on social media and shared with the Stephen Lewis Foundation for promotional and awareness raising purposes.

In entering into this agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Tour, other than what is set forth in this agreement.

I confirm that I have read and understood this agreement prior to signing it, and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees.

Print Name _____ Signature _____ Date _____

Witness _____ Signature _____ Date _____