

Activity Waiver & Release

THIS ACTIVITY WAIVER & RELEASE (the "Agreement") dated this _____ day of _____,

BETWEEN:

_____ of _____
(the "Participant")

OF THE FIRST PART

AND

The Bike Asylum of 6380 Main St. Stouffville, ON L4A 1G3
(the "Activity Provider")

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement are as follows:

Consideration

1. Being of lawful age and in consideration of being permitted to participate in the activity described below, the Participant releases and forever discharges the Activity Provider, the Activity Provider's spouse, heirs, executors, administrators, legal representatives and assigns from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the activity described below, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.
2. The Releasor understands that the Releasor would not be permitted to participate in the activity described below unless the Releasor signed this Agreement

Details of Activity

3. The Participant will participate in the following activity: **Indoor cycling classes at The Bike Asylum.**

Concurrent Release

4. The Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives and assigns.

Fitness to Participate

5. The Participant acknowledges that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in the above mentioned activity. If required, the Participant will obtain a medical examination and clearance.

Full and Final Settlement

6. The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, that the Participant fully understands the same, and that the Participant is freely and voluntarily executing the same.
7. The Participant understands that by signing this Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above noted activity.

8. The Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement
9. This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not a mere recital

Governing Law

10. This Agreement will be construed in accordance with and governed by the laws of the Province of Ontario.

Emergency Contact

11. The Participant's emergency contact information is:

IN WITNESS WHEREOF the Participant and Activity Provider have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

The Bike Asylum

WITNESS: _____

Photo & Video Disclaimer

The Bike Asylum (TBA) reserves the right to use any photograph/video taken at any event sponsored by TBA, without the expressed written permission of those included within the photograph/video. TBA may use the photograph/video in publications or other media material produced, used or contracted by TBA including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, etc.

To ensure the privacy of individuals and children, images will not be identified using full names or personal identifying information without written approval from the photographed subject, parent or legal guardian

A person attending a TBA event who does not wish to have their image recorded for distribution should make their wishes known to the photographer, and/or the event organizers, and/or contact TBA at 6380 Main St., Stouffville, ON L4A 1G3, in writing of his/her intentions and include a photograph. TBA will use the photo for identification purposes and will hold it in confidence.

By participating in a TBA event or by failing to notify TBA, in writing, your desire to not have your photograph used by TBA, you are agreeing to release, defend, hold harmless and indemnify TBA from any and all claims involving the use of your picture or likeness.

Any person or organization not affiliated with TBA may not use, copy, alter or modify TBA photographs, graphics, videography or other, similar reproductions or recordings without the advance written permission of an authorized designee from TBA.

Thank you for your understanding and cooperation!