

Dirt Series Mountain Bike Camps Ltd.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

INITIAL

PLEASE READ CAREFULLY!

TO: Dirt Series Mountain Bike Camps Ltd. (hereafter referred to as the "Dirt Series")

Name	First	Last			
Address	Street	Apt #			
	City	Prov/State	Code/Zip		
Birthdate	Year	Month	Day	Age	Male/Female
Local address				Local phone	

In this agreement the term "mountain biking" shall include but is not limited to: instructional skill sessions, group rides, seminars, and other such events and services in any way connected with or related to those activities.

ACKNOWLEDGEMENT – SAFETY

I acknowledge that I have been advised to wear an approved helmet while bicycling. I am aware that the use of the bicycle is subject to any applicable Municipal and Provincial highway traffic regulations. I am familiar with the proper use of the bicycle, including all quick release mechanisms, brakes and gear shifters. I am aware that there are technicians, guides or instructors available to answer any questions that I may have as to the proper use of the bicycle. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue for any reason. I understand that the **sole responsibility for my personal safety remains with me**, including my physical and emotional preparation and fitness to participate in any activities.

ASSUMPTION OF RISKS

I am aware that mountain biking involves many risks, dangers and hazards and that injuries are a common and ordinary occurrence of the sport. These risks, dangers and hazards include but are not limited to: mechanical failure of the equipment; changing weather conditions; collision with natural or man made objects including but not limited to exposed rock, snow, ice, earth, trees, stumps or branches on or adjacent to the mountain biking terrain; collision or encounters with other cyclists, wildlife, pedestrians, vehicles, fences or posts; changes or variations in the bicycling or hiking surface or sub-surface; streams, creeks and holes in the cycling or hiking surface; cliffs; crevasses; road-banks or cut banks; variation or steepness of terrain; difficulty or inability to control ones speed or direction; loss of balance; rapid or uncontrolled acceleration on hills and inclines; becoming lost or separated from the guides or instructors or other participants; failure to bicycle safely or within one's own ability or within designated areas; negligence of other cyclists or participants; and **NEGLIGENCE ON THE PART OF THE DIRT SERIES OR THEIR STAFF INCLUDING THE FAILURE ON THE PART OF THE DIRT SERIES OR THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING.** I am also aware that the risks, dangers and hazards referred to above exist throughout the area used for mountain biking in all phases of the activity, and that many are unmarked. I am voluntarily participating in mountain biking activities. I **freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death or property damage and loss resulting therefrom due to any cause whatsoever and without limitation.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the **Dirt Series** allowing me to participate in mountain biking and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Dirt Series and their respective directors, officers, employees, agents, representatives, volunteers, sponsors, successors, assigns, and all others who are involved (all of whom are hereinafter collectively referred to as "THE RELEASEES") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from my participation in mountain biking, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING, AS REFERRED TO ABOVE.**

- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in mountain biking;
- This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity;
- 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 the Province of British Columbia and no other jurisdiction; and
- Any litigation involving the parties to this Agreement shall be brought solely within the United States of America and shall be within the exclusive jurisdiction of the Courts of the United States of America.
- This release and waiver is intended to be as broad and inclusive as permitted by the laws of the United States of America and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of mountain biking other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT 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, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature of Participant / or Parent / Guardian if Participant is under 19	Signature of Witness
Please print name clearly	Please print name clearly

Signed this _____ day of _____, 2010.
This agreement must be completed in full, signed, dated, and witnessed by Dirt Series Mountain Bike Camps Ltd. staff prior to camp participation.