

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (the "Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR ANY DAMAGES, HOWSOEVER CAUSED.

PLEASE READ CAREFULLY.

To: London Cycle Link Association and its directors, officers, shareholders, members, employees, volunteers, agents, sponsoring agencies, sponsors, advertisers, representatives, contractors, successors and assigns (the "Releasees").

In consideration of the Releasees permitting my participation in any way in the Banana Kingdom Bike Ride, a bicycle ride held in London, Ontario on April 17, 2024 (the "Event"), the undersigned acknowledges, appreciates and agrees that;

1. **ASSUMPTION OF RISK:** I am aware that participating in the Event involves many inherent risks, dangers and hazards including but not limited to cycling over uneven, wet or rough surfaces, travel in close proximity to motor vehicles and cyclists, collisions with motor vehicles, cyclists, buildings, objects or pedestrians, and other hazards related to my participation in the Event, lack of awareness on the part of the Releasees as to my health, skill or ability to participate in the Event, and negligence on the part of the Releasees, including the failure on the part of the Releasees to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of participating in the Event. Such risks, dangers and hazards from participating in the Event are significant and include the possibility of death, paralysis, personal injury, property damage, theft or loss.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS** and the possibility of personal injury, property damage or loss resulting therefrom, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation in the Event. I acknowledge that such risks simply cannot be eliminated from the Event. My participation in the Event is purely voluntary. I agree to, at all times, inspect my surroundings for possible risk and determine for myself that conditions are acceptable for me to commence or continue my participation. I agree that it is my responsibility to provide a bicycle of good and sufficient quality and to use such bicycle properly. I acknowledge that the Releasees are not responsible for active direct supervision of my participation in the Event. If I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest Releasee immediately. I acknowledge and agree that I am responsible for the safety and supervision of any minors whom I have brought to the Event and that I shall directly and actively supervise each such minor during his or her participation in the Event. I understand that not wearing a helmet may increase my risk of injury and if I wear a helmet it is my responsibility to provide a helmet of good and sufficient quality and to use any such helmet properly. I agree that I will not consume any alcohol or any other substance which would impair my sense or judgment prior to or while participating in the Event and have not consumed any such substances within such time period as may cause impairment during my participation in the Event. I also agree my attendance, commencing or continuing, indicates acceptance of all hazards involved.
3. **RELEASE OF LIABILITY, WAIVE OF CLAIMS AND INDEMNITY:** In consideration of the Releasees allowing me to participate in any way in the Event, I hereby agree as follows:
 - (a) to waive any and all claims that I have or may have in the future against 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, as a result of my participation in the Event, 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*, RSO 1990, c O2, on the part of the Releasees,

