

ADULT WAIVER/RELEASE OF MINOR PARTICIPANT

THIS IS A RELEASE OF LIABILITY AND MUST BE READ CAREFULLY BEFORE BEING SIGNED. BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

I, _____, am the parent/guardian having full legal responsibility for decisions regarding my minor child/ward _____. This release must be signed by the participating student's parent/guardian before the student's participation in the "Ride Smart!" bicycle education program conducted by New Hope Community Bikes, taking place on May 4-8 , at _____, of the _____
District School Board.

I am familiar with and accept, on behalf of myself and my minor child/ward, that there is a risk of serious injury, death, and property damage to participants of the Ride Smart! bicycle education program. I understand that any personal injuries, death, or property damage may arise out of the negligence of the New Hope Community Bikes employees, staff, volunteers, directors, officers, and agents or otherwise, and I agree to assume all of the risks of my child/ward's participation in the Ride Smart! program, including but not limited to injuries and damages sustained through any negligent acts of the employees, staff, directors, officers, and agents of the Ride Smart program, or New Hope Community Bikes.

I recognize and accept that injuries to my child/ward and damage to any property may arise out of the failure, misuse, and incorrect administration of equipment supplied by or on behalf of New Hope Community Bikes in the course of the Ride Smart! program.

Initial of parent/guardian _____

BY SIGNING THIS WAIVER/RELEASE, I UNDERSTAND AND AGREE ON BEHALF OF MY MINOR CHILD/WARD, HIS OR HER HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, NEXT OF KIN, MYSELF, MY HEIRS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY SIGNING OF THIS DOCUMENT CONSTITUTES:

- 1. AN UNQUALIFIED ASSUMPTION OF ALL RISKS** associated with participation in this event by my minor child/ward even if arising from negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent first aid operations or procedures by any New Hope Community Bikes employee, agent, officer or director during the course of the Ride Smart! education program;
- 2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I or my minor child/ward have or may in the future have against New Hope Community Bikes, and its employees, agents, officers, and directors, sponsors (all of whom are collectively referred to as “the RELEASEES”) from any and all liability for any loss, damage, injury or expense that my minor child/ward may suffer, or that his/her next of kin may suffer as a result of his/her participation or presence at the Ride Smart! education program at the date and location described above, INCLUDING ANY NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE UNDER ANY RELEVANT STATUTES, on the part of the RELEASEES;
- 3. AN AGREEMENT NOT TO SUE THE RELEASEES** for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation of my minor child/ward in the Ride Smart! program;
- 4. AN AGREEMENT TO IDEMNIFY** and to save and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage award or costs, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the RELEASEES or otherwise;
- 5. AN ACKNOWLEDGEMENT THAT** my child/ward is physically and psychologically fit to participate in this activity; and
- 6. AN ACKNOWLEDGEMENT THAT** video production and/or photography may be conducted during the program.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT, BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH MY MINOR CHILD/WARD, HIS OR HER NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND/OR I MAY HAVE AGAINST THE RELEASEES. I SIGN THIS DOCUMENT VOLUNTARILY WITHOUT ANY DURESS OR INDUCEMENT.

Signature of Parent/Guardian

Printed name of Parent/Guardian

Date

Age of Minor Child/Ward