

**SEA OTTER CANADA, 2023 SCARECROW GRAVEL RIDE**  
**INFORMED CONSENT, INDEMNITY and ASSUMPTION of RISK AGREEMENT**  
*(FOR ADULTS OVER THE AGE OF MAJORITY i.e. OVER18 in Alberta, Manitoba,  
Ontario, P.E.I., Quebec, Saskatchewan and over 19 in other Provinces and Territories)*

**WARNING!**

**By signing this document you will waive certain legal rights, including the right to sue in circumstances outlined in this Agreement. Please read carefully.**

Participant's Name: \_\_\_\_\_ Date: \_\_\_\_\_

1. This is a binding legal agreement; therefore you should clarify any questions or concerns **before** signing. As a Participant in SEA OTTER CANADA, 2023 SCARECROW GRAVEL RIDE including the MINI-EXPO and related activities, cycling programs, races, rides and events organized, operated, conducted by Sea Otter Cycling Canada Inc. and its partners, the undersigned, being the Participant acknowledge and agrees to the following terms:

2. Sea Otter Cycling Canada Inc. **and** its partners, and their respective directors, officers, employees, event staff, volunteers, participants, agents and representatives (collectively the "Organization") is not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by the participant during, or as a result of participating in any program, activity or event of the Organization, caused by the risks, dangers and hazards, associated programs, activities and events of the Organization.

3. I am participating voluntarily in SEA OTTER CANADA, 2023 SCARECROW GRAVEL RIDE including the MINI-EXPO and related activities, cycling programs, races, rides and events of the Organization (collectively the "Activity" or "Activities"). In consideration of participation in any of the Activities, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the sport of cycling and the programs, Activities and events of the Organization and that I may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from the events and Activities, failure to properly use any equipment, including but not limited to, bicycles, helmets, and bicycle components (collectively, the "Equipment"), the mechanical failure of any piece of Equipment or inadequate safety Equipment, improper maintenance or adjustment of Equipment, contact, collisions or being struck by other participants, pedestrians, fixed objects, spectators, Equipment or vehicles, road conditions, terrains and vehicular traffic while cycling, failure to stay within the designated course area, extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke or hypothermia.

4. Furthermore, I am aware: A) That injuries sustained can be severe; B) That I may experience anxiety while challenging myself during all of the Activities, events and programs; C) That my risk of injury is reduced if I follow all rules established for participation; and; D) That my risk of injury increases as I become fatigued.

5. **ASSUMPTION OF RISK, WAIVER, RELEASE, AGREEMENT NOT TO SUE, AND INDEMNIFICATION**

In consideration for permitting me to participate in Activities, including the use of Equipment, and with knowledge of the risks and dangers involved, I **UNDERSTAND, ACCEPT AND AGREE** to: (1) **ASSUME ANY AND ALL RISK OF PROPERTY DAMAGE, INJURY OR DEATH** to me arising from my participation in any Activity, use of Equipment or the administration of Care (as defined below); (2) **WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIM OR FILE ANY ACTIONS** against **Blue Mountain Resorts LP, Blue Mountain Resorts GP Inc., Intrawest ULC, Alterra Mountain Company, and its subsidiaries, Blue Mountain Village Association, BMR GP Inc, Skyline Blue Mountain Retail Inc, Skyline Hotels and Resorts Inc, Sea Otter Cycling Canada Inc,** and any of their owners, landlords, operators, parents, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, employees, event staff, volunteers, Resort staff, agents, insurers, as well as any Activity providers or sponsors and Equipment manufacturers and distributors, shop or service technician (each a "Released Party" and collectively, the "Released Parties") that are based on, arise or result from in whole or in part, the Pass, use of the Pass, participation in any Activities, use of Equipment, administration of Care, and without limitation claims arising out of or resulting from **ALLEGED OR ACTUAL NEGLIGENCE, BREACH OF ANY STATUTORY DUTY, where legally permissible, BREACH OF CONTRACT, OR BREACH OF WARRANTY** by any of the Released Parties, and if the alleged incident occurred in Ontario any duty of care owed under the **Occupiers' Liability Act**; (3)

6. **I PERSONALLY INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS** from any and all claims, demands, actions, causes of action, losses or liabilities of any kind whatsoever arising from or related to participation in any Activity, and any loss, damage or injury, including death, that may be sustained by me, or caused to others or their property by me, or brought by me including those involving negligence on the part of the Organization that may be made or initiated by, or on behalf of me, arising out of or connected with the my preparation for or participation in, or both, or travel to or from any of the activities, events and programs of the Organization. I agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Released Party in defending an investigation, claim or suit brought on my behalf as a result of my participation in an Activity.

7. I acknowledge that I have read this agreement and understand it's contents, that I have executed this agreement voluntarily, and that this agreement is to be binding upon me, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

**[By signing below, you agree to be bound this Agreement.]**

\_\_\_\_\_  
Name of Participant (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Signature of Participant