

RELEASE, WAIVER, AND ASSUMPTION OF RISK AGREEMENT

I hereby acknowledge and agree that in consideration of being permitted to participate in the Gran Fondo Rockies (herein called the "Cycling Event") operated by MABEL OUTDOOR EVENTS INC. ("Mabel"):

1. I hereby release, waive and discharge Mabel, its shareholders, directors, officers, employees, sponsors, independent contractors, agents and invitees, and all of their respective heirs, successors, personal representatives and assigns (collectively known as the "Releasees") from, and covenant not to sue any of the Releasees for, any and all personal injury, death or property damage which I may suffer arising out of or connected with my preparation for, or participation in, the Cycling Event, notwithstanding that such injuries or losses may have been caused solely or partly by the active or passive negligence, active participation in the wrong, or as a result of any alleged breach of any duty or obligation, of any of the Releasees or otherwise.
2. I hereby agree to indemnify and hold all of the Releasees harmless from, and for, any and all manners of action, causes of action, damages, costs, claims, demands, outlays, losses or liabilities of any nature whatsoever, which any of the Releasees may sustain, which arise, directly or indirectly, out of my preparation for, or participation in, the Cycling Event.
3. I hereby acknowledge and agree that:
 - (a) the sport of cycling is very dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of the sport itself, others which result from human error and negligence on the part of the persons involved in preparing, organizing and staging cycling races;
 - (b) as a result of the aforesaid risks and hazards, as a participant in the Cycling Event, I may suffer serious personal injury, even death, as well as property loss or damage;
 - (c) some of the aforesaid risks and hazards are foreseeable, but others are not;
 - (d) I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and, accordingly, my preparation for, and participation in the Cycling Event shall be entirely at my own risk;
 - (e) I understand that none of the Releasees assumes any responsibility whatsoever for my safety during the course of my preparation for or participation in the Cycling Event;
 - (f) I have carefully read this RELEASE, WAIVER, AND ASSUMPTION OF RISK AGREEMENT, I fully understand same, and I am freely and voluntarily either

executing the same or accepting the terms hereof by choosing to register for and participate in the Cycling Event;

- (g) should I opt to hand over any property to any of the Releasees that I will not hold any of the Releasees responsible for any loss or damage to that property;
- (h) to allow Mabel the use of my image or likeness during participation in the Cycling Event for the purpose of promotion;
- (i) I understand clearly that by agreeing to this release I will be forever prevented from suing or otherwise claiming against any of the Releasees for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for any of the above mentioned cycling event, whether or not such loss or injury is caused solely or partly by the negligence of any of the Releasees;
- (j) I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this agreement; and
- (k) I understand clearly that Mabel would not permit me to participate in the Cycling Event unless I accepted the terms of this RELEASE, WAIVER, AND ASSUMPTION OF RISK AGREEMENT, that this RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT applies to the Cycling Event whether occurring in the near or distant future, and that the terms of this Agreement need not be brought to my attention each time I participate in the Cycling Event in order to be effective.
- (l) I agree that this RELEASE, WAIVER, AND ASSUMPTION OF RISK AGREEMENT is binding on myself, my heirs, my executors, administrators, personal representatives and assigns.
- (m) I understand that the terms herein are contractual and not a mere recital. I am of lawful age (18) and legally competent to sign this Agreement.
- (n) I recognize that this release may be in addition to any other release I might sign as a condition of participation and that I am bound by the terms and conditions of both documents.
- (o) To the best of my knowledge, I am physically capable of participating in the Cycling Event, and that I have no pre-existing conditions that would hinder my ability to safely participate in the Cycling Event.
- (p) I have read and agree to abide by the rules of the Cycling Event attached to this document as Schedule A.

Dated _____, 20____.

Name of Participant if over 18 yrs of age

Signature of Participant

Witness

or

This section only applies to participants who are 17 years or younger.

For and in consideration of the participation of my minor charge in the Cycling Event, I do hereby agree to all provisions contained in the above RELEASE, WAIVER AND ASSUMPTION AGREEMENT in respect to my minor charge and also waive all rights and claims that might accrue through relationship to the above participant and do adopt same as if repeated herein.

Name of Minor

Name of Parent / Guardian

Signature of Parent / Guardian

Witness

Schedule A

Gran Fondo Badlands Rules and Regulations

1. **This is not a race.**
2. **Helmets are mandatory.** Cyclists must wear CSA an approved cycling helmet. Chin straps must be buckled at all times when on the course.
3. **Acceptable bicycles.** Two-wheeled bicycles only. Child carriers, trailers, incumbent bikes or motorized vehicles of any kind are prohibited for safety reasons. Triathlon/time trial bikes will be allowed however riding in the aero position when in groups or passing other cyclists is strictly prohibited for safety reasons. Tandem bikes may be allowed only after discussion with and at the discretion of the event director, and provided they are equipped with disk brakes for safety reasons. Please contact event director regarding tandem bikes.
4. **Carry I.D.** It is recommended that all participants carry personal ID and health card in case of emergency.
5. **Obey all traffic laws.** All cyclists are personally responsible for obeying all traffic laws; this includes traffic lights and stop signs. Violators may be ticketed and/or disqualified and removed from the event. Local law enforcement will be on the course to assist with traffic safety and to monitor compliance with applicable road laws.
6. **Ride safely.** Unless passing another rider, please ride on the right side of the solid white line as far as possible. Before passing another rider, announce yourself with the words “passing on the left” and ensure there is no vehicular traffic approaching from either direction. Ride in single file. Please be aware there may be obstacles on the course, particularly on the bridges into and out of Wayne. Ride defensively. You are responsible for your own safety.
7. **Personal support vehicles** will not be allowed on the course. If you are found to have a personal support vehicle you will be asked to leave the event.
8. **No unregistered individuals.** Unregistered riders will be excluded from all event activities.
9. **iPods and other headphones** are not allowed while on the bike course.
10. **Event Cancellation.** The race directors and local law enforcement have the authority to modify or cancel the event in the event of unsafe conditions. The race directors reserve the right to modify, postpone, shorten or re-route the event at any time either on their own judgment or if instructed by local law enforcement personnel. Entry fees are not refundable if cancellation of the event is required.
11. **Rain or Shine.** This event will proceed in the event of rain so please come prepared.
12. **Out and back course after the first 50 km.** If you decide you do not want to complete the distance you signed up for, we would suggest that if you turn back early you do so at one of the aid stations so that a volunteer may assist you in crossing the highway safely.
13. **Event Cut-off time.** Any participant on the course after 4:30 pm will not be supported. **The event is finished at 4:30 pm.**
14. **Under 18 Riders:** All riders under the age of 18 must have a wavier signed by a parent/guardian and submitted at the time of package pick-up (waiver will be available at package pick-up and can also be printed from website). No signed waiver, no package.

15. **No littering:** If you are caught littering while participating in the event, you will be subject to removal and/or fined.
16. **Traffic Management Personnel, volunteers and course marshals.** If it is observed that a participant ignores or disobeys the instructions from traffic personnel they may be removed from the event.