

# BIKE RENTAL WAIVER

RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
(hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT  
TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

**PLEASE READ CAREFULLY!**

<b>Name</b>	Last	First	Middle Initial
<b>Address</b>	Street		
	City	Province	Postal Code

**M&M Adventure Sports Inc.** and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, partner agencies, successors and assigns (all of whom are hereinafter referred as "the Releasees")

## DEFINITIONS

In this Release Agreement, the term "*Bike Touring*" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by M&M Adventure Sports Inc. and shall include, but is not limited to engaging in guided travel by e-bike, bicycle, foot and motor vehicle, both on public roads and on trails, and related instruction, travel, transport and accommodation; and other such activities, events and services, including riding an e-bike or bicycle rented from M&M Adventure Sports (Rented Bicycle hereinafter), in any way connected with or related to the foregoing.

## PROTECTIVE EQUIPMENT and PROPER CONDUCT

I have been informed that it is a requirement of participating in Bike Touring or riding a Rented Bicycle that I wear at all times a buckled approved bicycle helmet.

I agree to abide by M&M Adventure Sports' rules for participation in Bike Touring and to follow direction from M&M Adventure Sports' staff while Bike Touring or riding a Rented Bicycle.

## ASSUMPTION OF RISKS

I am aware that Bike Touring, or riding a Rented Bicycle, involves many risks, dangers, and hazards. The risks, dangers and hazards, including but not limited to: loss of balance, difficulty or inability to control one's speed and direction, variation or steepness in terrain, rapid or uncontrolled acceleration on hills and inclines, mechanical failure of equipment, variation or changes in the riding surface, changing weather conditions, exposure to temperature extremes or inclement weather, travel or transport to and from the sites used for Bike Touring, travel on city roads, highways, backcountry roads, trails and across open areas and forest areas; encounters with domestic and wild animals, collision with pedestrians, motor vehicles, cyclists and others; risk resulting from the physical exertion of Bike Touring, or riding a Rented Bicycle; failing to ride safely or within the limitations of one's own abilities, negligence of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RISKS RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF Bike Touring. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH Bike Touring and/or riding a Rented Bicycle AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS

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AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

Finally, I accept that it is my sole responsibility to determine for myself whether I have the riding skills and experience to participate in Bike Touring.

### **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of M&M Adventure Sports Inc. agreeing to my participation in Bike Touring and/or riding a Rented Bicycle and permitting my use of its services, equipment, and other facilities, 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 RELEASEES AND TO RELEASE THE RELEASEES from 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 Bike Touring and/or riding a Rented Bicycle, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN BIKE TOURING AND/OR RIDING A RENTED BICYCLE REFERRED TO ABOVE.
- 2.** TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for all liability for any property damage, loss or personal injury to anyone in any way connected with my participation in Bike Touring, regardless of the negligence of the Releasees.
- 3.** This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
- 4.** This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of province of Newfoundland and Labrador and no other jurisdiction.
- 5.** Any litigation involving the parties to this Release Agreement shall be brought solely within the province of Newfoundland and Labrador and shall be within the exclusive jurisdiction of the courts of Newfoundland and Labrador.

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In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Bike Touring and/or riding a Rented Bicycle, other than what is set forth in this Release Agreement. I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Participant Signature \_\_\_\_\_ Print \_\_\_\_\_

Witness Signature \_\_\_\_\_ Print \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION:

Must be completed for participants under the age of 18 years.

This is to certify that:

1. I have read and understood the above Release Agreement and have discussed it with the minor Participant signing above. I am satisfied the minor Participant understands the Release Agreement and his/her obligations as set out.
2. I, as the parent or guardian with legal responsibility for the Participant, do consent and agree to his/her release as provided above. In consideration of the Participant's being permitted by M&M Adventure Sports Inc. to participate in its activities and to use its equipment and facilities, I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES, TO THE FULLEST EXTENT PERMITTED BY LAW, FROM ANY AND ALL LIABILITY, CLAIMS WHICH ARE BROUGHT BY, OR ON BEHALF OF PARTICIPANT, EVEN IF SUCH LIABILITY ARISES FROM THE NEGLIGENCE OF THE RELEASEES.

Participants Birth Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Parent or Guardians Name \_\_\_\_\_

Signature of Parent or Guardian \_\_\_\_\_

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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