

**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. PLEASE READ CAREFULLY!**

ORGANIZATION:

EBike Edmonton Inc., and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, manufacturers, sponsors, successors, insurers, insurance intermediaries, and assigns (all of whom are hereinafter referred to as "**the Releasees**")

DEFINITIONS:

Events or activities shall include events or activities which are provided, arranged, organized, conducted, sponsored or authorized by the Releasees.

Equipment is defined as bicycles, Ebikes, electric powered or non electric powered 2, 3 or 4 wheeled vehicles.

Participating is defined as entering, or attending, or riding, or cycling at the activity or event.

RESPONSIBILITY:

I accept responsibility for participating in the event and agree to the Release Agreement.

I fully am responsible for Equipment prior to using it and during its operation and in my possession and will not operate if I consider it unsafe, I will only operate the Equipment if I am able to operate the Equipment safely and competently and for which I am in full and complete control of the Equipment. I will not ride while standing, perform jumps, or tricks. I will be in full control and be responsible for the operation of the throttle, brakes, display and switch, steering, pedal, and all other parts of the Equipment at all times. I am solely responsible and liable for any alteration, including but not limited to its hardware, electronics, speed, or settings, to the Equipment. I acknowledge and agree that I am solely responsible for the proper use, operation, and maintenance of the Equipment, including but not limited to ensuring that the equipment is used in compliance with all applicable laws and regulations, and that it is in good working order before use.

SAFETY:

I agree to obey all traffic laws, signs, and signals while using the equipment on public and private property, and to exercise caution and good judgment to ensure the safety of myself and others.

I acknowledge that I have been advised to wear a helmet. Wearing a helmet while Biking may be mandatory under provincial law. I am aware that Biking is subject to all applicable municipal, provincial, and federal regulations. I am familiar with the proper use of the Equipment, including all quick release mechanisms, brakes and gear shifters, throttle, computer, displays, speed control systems, controller, battery, bells, horns, lights.

ASSUMPTION OF RISKS:

I am aware that participating in an event or activity involves risks, dangers and hazards including, but not limited to: mechanical failure of the Equipment, dehydration, fatigue, heat stroke; loss of balance; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration on hills and inclines; variation or changes in the riding surface including rocks, sand, gravel, trees, and manmade structures; changing weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the event sites or route; travel on bike routes, paths, roads, lanes, highways and backcountry roads; encounters with domestic and wild animals including dogs; collision with pedestrians, motor vehicles, and cyclists; negligence of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES AND THE MANUFACTURERS AND DISTRIBUTORS AND THEIR STAFF, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE. I am aware of infectious or communicable diseases contracted through viruses, COVID, bacteria, parasites, and fungi, which may be transmitted through direct or indirect contact, are also a risk.

I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against 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 biking or the use of the Equipment, DUE TO ANY CAUSE WHATSOEVER, AND HOWSOEVER CAUSED 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 R.S.A. 1980, c 01-3* 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 IN PARTICIPATING OR IN BIKING; OR DUE TO NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES IN RESPECT OF THE DESIGN, MANUFACTURE, SELECTION, INSTALLATION, MAINTENANCE, RENTAL, INSPECTION, SERVICE OR REPAIR OF THE EQUIPMENT, OR IN RESPECT OF THE PROVISION OF PROVIDING OR THE FAILURE TO PROVIDE ANY INFORMATION, WARNINGS, DIRECTIONS, INSTRUCTIONS, OR GUIDANCE AS TO THE USE OF THE EQUIPMENT.
2. TO RELEASE AND HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss, or personal injury, or death to any third party resulting from my participation and my actions or omissions during the event or activity or my use of the Equipment.
3. I agree to release, hold harmless, and waive any and all claims demands, actions, or causes of action of any kind, howsoever caused against the Releasees and indemnified parties arising out of or related to participating at the event or activity and the use of equipment, including any claims from or related to the negligence of the Releasees or indemnified parties.
4. 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, injury, or incapacity.
5. 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 the Province of Alberta and no other jurisdiction; and
6. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Alberta Courts.
7. 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 other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD AND AGREE TO THIS RELEASE AGREEMENT AND I AM AWARE THAT BY MY 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.

I AGREE BY PARTICIPATING IN THIS EVENT OR ACTIVITY I AM AGREEING TO THIS RELEASE AGREEMENT.