

**BIKE LIBRARY - PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION
OF RISKS AGREEMENT BY PARENT/LEGAL GUARDIAN**

**BY SIGNING THIS DOCUMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING ANY
INCIDENT(S) RESULTING IN PHYSICAL OR OTHER INJURIES**

PLEASE READ CAREFULLY

TO: **High Country Wellness Coalition (HCWC) and The Sheep River Library Board (the "Library")**

Full Name of Participant	Last Name:	First Name:
Full Name of User/Parent/Guardian	Last Name:	First Name:
Phone Number:	Email:	
<p>Activities: BIKE LIBRARY PARTICIPANT - participants will borrow a bike from the library for use in the community. Activity may include cycling in many areas including roads, sidewalks, parks, trails. Each participant will borrow a bike, helmet, lock and an information package. Each participant/parent will perform a safety review checklist when they borrow and return a bike and agree to report any maintenance issues.</p>		
Primary Location:		

ASSUMPTION OF RISK:

In consideration of the HCWC and the Library permitting the Participant's voluntary participation in recreation activities and permitting their use of the equipment, and/or other facilities, and/or for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I

_____, being the user/parent/legal guardian for (hereafter the "**Participant**"), hereby agree and acknowledge as follows:

I am aware that by the Participant voluntarily participating in the Activities noted above, the Participant will be exposed to possible inherent risks, hazards, and dangers ("**Risks**") that may result in, among other things, mild or severe illness, physical injury, partial or total disability, death and/or property loss or damage. I understand that the dangers and risk of riding a bicycle may result not only in serious injury, but in a serious impairment of the Participant's future abilities to earn a living, to engage in other business, social and recreational activities, and generally to enjoy life. These Risks include, but are not limited to, risks and dangers arising from:

1. TERRAIN & PHYSICAL ENVIRONMENT whether visible or not, and any manner of injury or loss of any nature whatsoever arising therefrom including, without limitation: injury or loss arising from falls; steep, slippery or uneven terrain; from falling trees; motor vehicles or other objects; from obstructions; physical exertion; pedestrians; from other participants in the Activities, or other risks associated with cycling.

2. **EQUIPMENT, MACHINERY OR OTHER DEVICES** including, without limitation, any equipment deployed in respect of the Participant's Activities or by others, and any manner of injury or loss of any nature whatsoever arising therefrom including, without limitation: loss or injury arising from the use, misuse, malfunction, or breakdown of any equipment, machinery, or similar device that may be deployed or used, including, without limitation, a helmet, and bicycle.

3. **WEATHER** and any manner of injury or loss of any nature whatsoever arising therefrom including, without limitation, loss or injury resulting from exposure to weather conditions, including but not limited to cold, heat, sunlight, snow, ice, wind, hail, rain, sleet, fog, mist or similar condition.

I agree with the foregoing and freely accept and fully assume all Risks on behalf of the Participant. I acknowledge the possibility of, and agree to be solely responsible for personal injury, death, disability, property damage or loss resulting from the Risks except where such arises as a result of the negligence or willful misconduct of HCWC and/or the Library. I acknowledge that the Participant named above is in good physical condition and has no pre-existing health or medical condition which could be triggered or exacerbated by participation in the Activities or which could be expected to impact my safety

**User/Parent/Legal Guardian
Initials: _____**

ACKNOWLEDGEMENT:

1. I am solely responsible to select and purchase on behalf of the Participant medical/health insurance adequate for the Activities and having regard to the Risks and that no medical/health insurance will be provided by HCWC or the Library. In the event of a medical/health problem I acknowledge and agree that HCWC and the Library accept no responsibility for any costs associated with a medical/health problem not covered by my own personal plans nor will it pay for any medical/health expenses that may be incurred by the Participant.
2. I am responsible for and agree to ensure that the Participant will follow and abide by any and all risk assessments, Health and Safety regulations and instructions, including the above-noted if applicable, received prior to taking part in the Activities.
3. I am responsible for and agree to ensure that the Participant follows all rules, guidelines, health and safety regulations, laws and any other considerations to be adhered to and acknowledge that failure to comply could result in the Participant being removed from the Bike Library Program.
4. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by HCWC or the Library other than set forth in this Agreement.
5. This 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.

I agree with and freely accept the responsibility for the foregoing.

**User/Parent/Legal Guardian
Initials: _____**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

I hereby agree **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the **HCHW and THE LIBRARY AND TO INDEMNIFY, SAVE HARMLESS AND RELEASE HCWC AND THE LIBRARY**, its employees, contractors, executives, volunteers, and agents, from any and all liability for any loss, damage, expense or injury, including death, that I or the Participant may suffer or that my next-of-kin may suffer, as a result of participating in the Bike Library Program, due to any cause whatsoever except for loss, damage, expense, or injury directly caused by the HCWC and/or the Library's gross negligence. This Agreement shall be binding on my successors, my heirs, executors, administrators, legal guardians, personal representatives, and assigns.

By signing this Agreement, I am not relying on any oral or written representations or statements made by HCWC or the Library with respect to the safety of participating in the Bike Library Program, other than what is set forth in this Agreement.

This indemnity shall survive the expiry or earlier termination of this Agreement.

**User/Parent/Legal Guardian
Initials: _____**

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE WITH THIS PARTICIPANT WAIVER AGREEMENT; THAT I APPRECIATE AND ACCEPT THE RISKS; THAT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR THE PARTICIPANT OR OUR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND LEGAL REPRESENTATIVES MAY HAVE AGAINST HCWC AND THE LIBRARY; AND THAT I HAVE EXECUTED THIS AGREEMENT VOLUNTARILY. I AM AT LEAST 18 YEARS OF AGE.

As a user or parent/legal guardian of a child under the age of 18, I agree to have this waiver retained by the Library and agree that this Agreement will be in effect for the period of May 2019 to September 2019 to permit future bike loans.
User/Parent/Legal Guardian Initials: _____

Do not complete and submit this form if you do not agree with the terms of this Agreement. The Participant will not be permitted to participate as a result.

SIGNED THIS _____ day of _____, 20____, at _____

Printed Name of Participant

Signature of User, Parent or Legal Guardian

Printed Name of User, Parent or Legal Guardian

Signature of Witness

Printed Name of Witness

This agreement must be completed in full (signed, dated, witnessed and initialed where indicated before Activities may begin.

Collection of Personal Information:

Personal information is collected under the authority of Section 33(c) of the Freedom of Information and Protection of Privacy Act and is protected under this act. If you have any questions on disclosures or use of this information, please ask your librarian. By signing this Agreement, I consent to the library collecting my personal information.