

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION
PLEASE READ CAREFULLY!**

Initial

To: **HIGH PERFORMANCE MARKETING INC. (“HPI”)**, its sponsors and community partners, including but not limited to the **REGIONAL MUNICIPALITY OF HALTON, CIBC, PRICEWATERHOUSECOOPERS LLP, THE HUMBERVIEW GROUP, MMC GROUP, GEARS BIKE & SKI SHOPS LIMITED, CONSERVATION HALTON, FELTMATE DELIBATO HEAGLE LLP** and their respective affiliates, partners, directors, officers, representatives, employees, agents, independent contractors, volunteers, successors and assigns, together with all other participants in the Event (as defined below) (hereinafter collectively referred to as “**Releasees**”).

In consideration of HPI allowing me to participate in the PwC Epic Tour 2017 Cycling Event (“Event”), including but not limited to potential participation in a 170 km, 150 km, 125 km, 100 km, 80 km, 50 km, Road Biking or 42 km, 28 km or 14 km Mountain Biking and other physical and social activities, which may include meals, alcoholic beverage consumption, as well as travel to and from Kelso Quarry Park (the “Event”), I hereby acknowledge and agree on behalf of myself, my spouse, children, parents, heirs, assigns, personal representatives and estate as follows:

I acknowledge and understand that all sports/recreation activities have inherent risks and that, as a result of my preparation for, and participation in, the Event, I will be engaging in activities that involve such risks, and I am fully aware of, accept and assume the risks and hazards involved. I acknowledge that such risks cannot be eliminated and agree to act responsibly as a participant in the Event. **I expressly agree and promise to accept and assume all risks existing in this Event, including risks associated with preparation for, participation in, and the transportation to, from or at the Event. My participation in this Event is purely voluntary and I elect to participate in spite of these risks.**

The following describes some, but not all of the risks and hazards: muscle and joint strains; fractures; collisions; falls; changing weather conditions; road or trail conditions; equipment failure or other conditions; over-exertion; collisions with other participants; my own actions, inactions or negligence; actions, inactions and negligence of other participants, the Releasees or other persons; property damage; severe social and economic losses; personal injury; and in extreme cases paralysis, serious or permanent injury/trauma or death.

I hereby state that I am physically capable of participating in the Event, and that I have no pre-existing conditions that would hinder my ability to safely participate in the Event. I am experienced in and familiar with the operation of bicycles and fully understand and accept the risks and dangers inherent in cycling.

I hereby voluntarily waive any and all claims that I have or may have in the future against the Releasees, and to release and discharge the Releasees from any and all liability for damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my preparation for, attendance at, or participation in the Event **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT, R.S.O.1990,c.O2 ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE EVENT.**

I am providing my own bicycle for participation in the Event and hereby confirm that said bicycle is in good working order, reasonably maintained and fit for the purpose intended. I am further providing my own safety equipment for use throughout the Event including an approved bicycle helmet which I will wear at all times during the Event while I am using my bicycle.

I agree to hold harmless and to indemnify the Releasees from any and all Claims of any third party resulting from my participation in the Event.

I agree that this Agreement may be treated as a complete defence to any action or proceeding that may be brought against the Releasees and shall forever be a complete bar to the commencement or prosecution of any action or proceeding which is within the scope of the release contemplated under this Agreement.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and I hereby submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.

I acknowledge that I am entering into this Agreement voluntarily and that in entering into this Agreement, I am not relying on any oral or written representations made by the Releasees with respect to the safety of participating in the Event.

This Agreement shall be binding upon me, my heirs, next of kin, executors, administrators, assigns and representatives and shall enure to the benefit of the Releasees.

I HAVE READ AND UNDERSTOOD THIS ENTIRE AGREEMENT AND I AGREE TO BE BOUND BY ITS TERMS.

Participant Name (Please Print): _____ Date: _____

Address: _____ Tel: _____

Signature of Participant

Witness as to Signature of Participant

Please check the appropriate boxes and initial that you have read the following questions:

- | | Yes | No | Initials |
|--|--------------------------|--------------------------|----------|
| 1. Do you read and understand English? | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| 2. Do you understand the purpose of this waiver? | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| 3. This event has inherent risks. Do you understand these risks? | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| 4. Are you willing to assume these risks? | <input type="checkbox"/> | <input type="checkbox"/> | _____ |

IF YOU HAVE CHECKED "NO" TO ANY OF THE ABOVE, PLEASE DISCUSS THIS WAIVER WITH THE PRIMARY EVENT ORGANIZER ADMINISTERING THE WAIVER.