



North Shore Bike Park Waiver RELEASE OF CLAIMS/WAIVER OF LIABILITY (the "Agreement")

WARNING:

BY SIGNING THIS AGREEMENT, YOU WILL WAIVE AND GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR SEEK TO RECOVER COMPENSATION FOR ANY ACCIDENT, INJURY, COVID-19 AND/OR ANY OTHER VIRUS-RELATED ILLNESS/DEATH, LOSS OR DEATH TO YOURSELF OR ANY MINOR IDENTIFIED ON THE LAST PAGE OF THIS AGREEMENT (THE "MINOR"), OR ANY DAMAGE/LOSS TO YOUR OR THE MINOR'S PROPERTY ARISING OUT OF YOUR OR THE MINOR'S PRESENCE AT AND/OR USE OF THE RIDING FEATURES, EQUIPMENT, OR ANY OF THE FACILITIES OF WEST COAST BIKE PARKS LTD., DOING BUSINESS AS NORTH SHORE BIKE PARK ("NSBP") OR PARTICIPATION IN ANY RIDING ACTIVITIES (AS DEFINED BELOW).

PLEASE READ THIS AGREEMENT CAREFULLY.

In this Agreement, "Riding Activities" means any and all activities, services, events, and use of facilities or equipment that are provided, arranged, hosted, or sponsored by NSBP, including but not limited to biking, skateboarding, scooting, inline skating and other similar activities, volunteer, training, or instructional programs and transportation to/from such activities.

A. I WAIVE MY LEGAL CLAIMS AND RELEASE THE RELEASED PARTIES (AS DEFINED BELOW)

I acknowledge and agree that in consideration of NSBP permitting the individual named below to enter any of the facilities of NSBP (such facilities, collectively the "Bike Park") and/or participate in the Riding Activities, I hereby release, waive, and discharge the following: NSBP and its affiliates, members, successors and assigns, officers, directors, shareholders, employees, coaches, instructors, guides, volunteers, agents, representatives, independent contractors, and subcontractors; the landlord and/or owner of the Bike Park premises; the designers, engineers, manufacturers, installers and distributors of the Bike Park's manufactured trails, features, and equipment and any of their respective members, officers, directors, employees, agents, or representatives, or any one or more of them; and other visitors to the NSBP and/or other participants in Riding Activities (collectively, the "Released Parties") from any and all liability, actions, causes of action, suits, debts, statutory obligations, sums of money, claims and demands of every nature and kind whatsoever, at law or in equity, which I and/or the Minor ever had, now have, or which I and/or the Minor may at any future time have against the Released Parties, or any one or some of them, arising out of or in any way connected with my and/or the Minor's entry into the Bike Park and/or participation in any of the Riding Activities, including claims that allege negligent acts or omissions of the Released Parties, or claims arising from any statute, including, without limitation, the Occupiers' Liability Act, R.S.A. 2000, c. 0-4 (collectively, the "Claims").

I agree to hold the Released Parties harmless and indemnify the Released Parties for any loss, damage, and liability to a third party for any property damage, personal injury, or other loss directly or indirectly resulting from or related to my and/or the Minor's entry into the Bike Park and/or participation in any of the Riding Activities.

I understand that by signing this Agreement, I am giving up the right to sue or make any Claim against the Released Parties on my behalf or on behalf of the Minor, and that this Agreement shall be binding on the heirs, executors, administrators, assigns, and personal representatives of myself or the Minor.

I appreciate that this Agreement applies whether the Released Parties are at fault or not and it limits the liability of all of the Released Parties, notwithstanding that not all of the Released Parties are formal parties to this Agreement. I understand that the Bike Park, in securing execution of this Agreement by myself or by myself on behalf of the Minor, is acting as agent or trustee on behalf of or for the benefit of the Released Parties, who shall to this extent be or be deemed to be parties to this Agreement.

B. I UNDERSTAND AND ASSUME THE RISKS

I acknowledge and understand that participation in the Riding Activities is dangerous and hazardous and that such participation is physically and technically challenging and requires varying degrees of skill and experience for the different surfaces and venues. I understand that serious bodily injury and damage to property is a common and expected part of participating in the Riding Activities. I am aware that the use of the Bike Park and/or entry into the Bike Park has inherent risks and accept same entirely at my and/or the Minor's own risk. I understand that the risks associated with participating in the Riding Activities and/or entering into the Bike Park which include, but are not limited to:

- Damage to property, death or all manner of injury, including but not limited to: bruises; scrapes; cuts; sprains; strains; dislocations; broken bones; head, facial, or dental injuries, resulting from impacting against any floor, ramp, steps, curbs, bumps, berms, bowls, drops, skinnies, jumps, bridges, inclines, declines, or any other such structure or device, bike, or other persons;
- Injuries, death, or damage to property resulting from the actions or omissions of others, including those with a greater or lesser degree of skill than I and/or the Minor, or those with no experience or skill at all; and
- Injuries, death, or damage to property resulting from simply being present at the Bike Park and/or observing, photographing, or video recording the activities at the Bike Park

I acknowledge that the above list is not inclusive of all possible risks associated with Riding Activities and/or entry into the Bike Park and in no way limits the extent or reach of this assumption of risk, release of liability, and indemnification. I understand that no amount of care, caution, instruction or expertise can eliminate the inherent dangers associated with these activities. I freely accept and fully assume any and all risks of loss, damage, and injury, known and unknown, even if arising from negligence on the part of the Released Parties.

If executing this Agreement on behalf of the Minor, I acknowledge and agree that the Minor's involvement in Riding Activities at the Bike Park has inherent dangers, including but not limited to the risks listed above, and that I have read and/or explained to the Minor, as soon as reasonably possible, the above risks and the importance of following the rules of the Bike Park. I freely accept and fully assume on behalf of the Minor any and all risks of loss, damage, and injury, known and unknown, even if arising from negligence on the part of the Released Parties.



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I agree that the Released Parties are not responsible in the event of loss, damage, unauthorised use, theft, or injury resulting from and to any personal property that I and/or the Minor bring onto the premises of the Bike Park.

C. RISK OF INFECTION OF COVID-19 AND OTHER TRANSMITTABLE ILLNESSES

I understand that visiting the Bike Park or participating in any of the Riding Activities could result in dangerous infection with the COVID-19 virus or any other transmittable illness, whether caused by negligence of the Released Parties or otherwise, which can result in respiratory problems, organ failure, permanent physical or mental disability, or death.

I agree that I and/or the Minor will not visit the Bike Park or participate in any of the Riding Activities if: (1) to the best of my knowledge and awareness, I and/or the Minor am experiencing, or have experienced in the prior 14 days, flu-like symptoms or symptoms of any transmissible viral or bacterial infection or disease; or (2) to the best of my knowledge and awareness, I and/or the Minor have been in contact in the prior 14 days with any person diagnosed with the COVID-19 virus. I and/or the Minor will not attend at the Bike Park or participate in any of the Riding Activities if I and/or the Minor have been advised by any medical authority, any government agency, or my and/or the Minor's doctor to self-isolate due to possible exposure to COVID-19 or any other transmittable disease. I acknowledge other persons may be carrying the COVID-19 virus or other transmittable illnesses or recovered from it, and I acknowledge that I and/or the Minor have voluntarily chosen to assume any and all risks that entry into the Bike Park and/or participation in the Riding Activities may expose me and/or the Minor to such infections.

When signing this Agreement, I am not relying on any oral or written representations or statements made by NSBP, other than what is written here.

I have read and understood this Agreement and am executing this Agreement freely and voluntarily on my own behalf and /or that of the Minor, without any compulsion on the part of the Released Parties. I understand that this Agreement contains a promise not to sue the Released Parties and provides for a release and indemnity for all Claims. This agreement supersedes and replaces any prior releases of claims/waiver of liabilities.

Location: _____

Date: _____

Signature of Participant

Signature of Guardian (If Participant is a minor)

Name of Participant (Please Print)

Name of Guardian (Please Print)

D. MISCELLANEOUS

I understand that the Bike Park has general rules and equipment-specific rules. I understand that general and equipment-specific rules are posted in the facilities of the Bike Park and online at www.NorthShoreBikePark.ca.

I understand that alcohol, marijuana, and other drugs, both prescribed or non-prescribed, have the capacity to impair my judgement and impair my physical and mental abilities. I acknowledge that NSBP may not permit attendance at or use of any of the facilities in the Bike Park after consuming alcohol or marijuana use.

I understand that the Bike Park is protected by video surveillance and I consent to the use of video surveillance on behalf of myself and/or on behalf of the Minor.

I agree that I will read and ensure that I understand the rules of the Bike Park, or that I will read to the Minor and ensure that the Minor understands the rules of the Bike Park, and that I and/or the Minor will abide by those rules, as well as others posted throughout the Bike Park.

I agree that my rights, duties, and obligations and any issues relating to arising from this Agreement shall be governed by and interpreted solely according to the laws of British Columbia and the federal laws of Canada as applicable.

If any portion of this Agreement is held invalid, I agree that the remainder of the Agreement shall remain in full legal force and effect.