

Triple Crown for Heart 2013 Waiver

Please fill this waiver out and provide it to the Triple Crown Event Coordinators by or on the day of the ride. You must sign a waiver to ride. You must have your own insurance and emergency contact information with you when you ride.

***** IMPORTANT: THIS IS A LEGAL DOCUMENT; PLEASE READ IN FULL AND UNDERSTAND BEFORE ACCEPTING**

The Triple Crown for Heart is not a race, but is a trip of approximately 90 kilometers over public highways with all the usual risks of weather, traffic and condition of the highways;

Riders over 16 years of age can ride in this event and you assume all responsibility for the safety and health of any rider riding with you who is under the age of 19 years (your minor) for all activities connected with the Triple Crown for Heart bike ride;

The Triple Crown for Heart Association may in its sole and absolute discretion terminate a rider's participation in the Triple Crown for Heart bike ride, in which case the Triple Crown for Heart Association shall inform the participant of its decision and shall offer to transport the participant and the participant's equipment to the end of the ride and the participant acknowledges and agrees that if such offer is declined by the participant, the Triple Crown for Heart Association shall be under no obligation to provide further support or assistance to the Participant.

You/your minor (if applicable) may be hurt during this event. If you are unwilling to assume all the risks of your/your minor's during this event, do not accept the waiver, in which case you will not be authorized to join the ride and you will be refunded any monies you paid to do this ride.

Assumption of Risks. I, for myself, or as the parent/legal guardian of the participating minor child whose name is listed below ("Participant"), wish to participate in the Triple Crown for Heart Ride. I understand that the ride will take place on an open course and may involve many inherent risks of riding in traffic and agree to use the rules of the road while riding. The dangers while riding include but are not limited to dangers associated with man made objects and road associated structures for example pot holes, man hole covers, curbs, poles and natural shoulders of roads; the danger of collision with pedestrians, vehicles, other riders and fixed or moving objects; dangers associated or arising from equipment failure, inadequate safety equipment, use of equipment and materials provided by the event organizers and others. The releasees own negligence, negligence of other and weather conditions, the possibility of serious physical or mental trauma or injury and/or death associated with the event. I agree to accept full responsibility for the condition and adequacy of my equipment and my conduct in association with this event. I will wear a helmet that can protect against serious head injury and assume all responsibility and liability for the selection of said helmet and any modifications or attachments associated with it.

I am also aware that I must have available to me during the ride: my own tire repair kit, personal requirements for nutrition, helmet and other personal safety equipment and emergency contacts.

I am/my minor is able to perform the essential functions required to complete the ride or stages of the ride marked above, route available at www.triplecrownforheart.ca.

Consent to medical treatment. I have no physical or medical conditions which would endanger myself or others if I participate in the Triple Crown for Heart. No use of illegal substances will be used during this event.

During the event, if I am unable to consent at the time, due to injury, illness or absence, I hereby consent to administration of first aid and other emergency medical treatment for such injury or illness that occurs during my/my minor's participation in the ride.

I have/my minor child has adequate health insurance or resources to cover the costs of treatment in case of any such injury or illness. I agree to refrain/cause my minor to refrain from and not to be impaired by the use of alcohol or any controlled substance (except as medically authorized) while participating in the Triple Crown for Heart. If any provision herein is found to be unenforceable, it shall not effect the validity of any other provision hereof.

Waiver, Release and Indemnification. I understand and agree that none of the Triple Crown for Heart staff, volunteers and sponsors are insurers of my/my minor child's conduct. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE THE AFFILIATES AND ALL OF THEIR TRUSTEES, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME/MY MINOR OR LOSS OR DAMAGE TO ANY PROPERTY BELONGING TO ME/MY MINOR CHILD, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE, ARISING OUT OF OR RELATED TO MY/MY MINOR CHILD'S PERFORMANCE DURING THE EVENT. I ALSO AGREE THAT, IN THE EVENT THAT ANY PERSON BRINGS ANY CLAIM OR ACTION, INDIVIDUALLY, OR ON BEHALF OF MY MINOR, RELATED TO ANY INJURY OR LOSS SUFFERED BY ME OR MY MINOR AS A RESULT OF PARTICIPATION IN THE TRIPLE CROWN FOR HEART, THAT I WILL INDEMNIFY THE RELEASEES AGAINST HEIRS, ADMINISTRATORS AND EXECUTORS FOREVER. I REPRESENT AND WARRANT THAT I HAVE READ AND UNDERSTOOD THIS DOCUMENT, AM OF SOUND MIND, HAVE LEGAL AUTHORITY, AND FREELY ACCEPT AND ASSUME THE RISKS OF PARTICIPATING THIS IS EVENT.

Participant: _____

Guardian/Parent of minor: _____

Witness: _____

Date: _____