



Saddle Sisters of High Park

Rider Waiver Form and Code of Conduct - Valid for SSHP Group Rides occurring January 1, 2023, through December 31, 2023

### **Waiver, Release, and Indemnity**

---

In consideration of being permitted to voluntarily participate in bicycling activities organized by Saddle Sisters of High Park ("SSHP Group Rides"), I hereby declare, agree and confirm as follows:

1. There is no medical reason that would restrict my ability to participate in SSHP Group Rides. I represent and warrant that I am, or will be at the time of SSHP Group Rides, in sufficient health and physical condition to participate in SSHP Group Rides, which I am freely electing to participate in.
2. I understand that it is my responsibility to wear a helmet while operating a bicycle during SSHP Group Rides and I confirm that my bike and bicycling equipment is in good working order, reasonably maintained and fit for the purpose intended.
3. I am aware that my participation in SSHP Group Rides involves risks and dangers, including but not limited to injury, illness, disability, and death. These can result from a variety of factors, including but not limited to fatigue; overexertion; exhaustion; muscle and joint strains; fractures; heart problems; medical illnesses and emergencies; dehydration; weather conditions; exposure to the elements or disease; visibility conditions; terrain; collisions with vehicles, other riders, and manmade and natural objects; accidents, medical problems, and other hazards; equipment failures or malfunctions, and operator errors.

I acknowledge that such risks cannot be eliminated and agree to act responsibly as a participant in SSHP Group Rides. I agree that my participation in SSHP Group Rides is voluntary, and I knowingly and freely assume all such risks and dangers.

I hereby state that I am physically capable of participating in SSHP Group Rides and that I have no pre-existing conditions that would hinder my ability to safely participate in SSHP Group Rides. I fully understand and accept the risks and dangers inherent in participating in SSHP Group Rides.

4. I have been advised by Saddle Sisters of High Park that I can obtain insurance coverage for cycling activities through the 2023 Cycling Provincial Collective Insurance Program - Enhanced Personal Accident Extension, which can be obtained by becoming a member of the Ontario Cycling Association.

5. I agree to act in accordance with the Highway Traffic Act when participating in SSHP Group Rides.

6. In consideration of being permitted to participate in SSHP Group Rides, I on behalf of myself, hereby release, waive and forever discharge the Saddle Sisters of High Park organizers and volunteers, participants (collectively referred to as the "Releasees"), of and from any and all proceedings, claims, demands, damages, costs, expenses, loss of property, actions and causes of action (whether known or unknown) whatsoever, both in law and in equity, which I now have or may hereafter have for or by reason of or in respect of my participation in SSHP Group Rides, whether as a spectator, volunteer, participant, competitor or otherwise, and notwithstanding that same may have been contributed to, or occasioned by, the negligence of any of the Releasees.

I further hereby hold harmless and agree to indemnify all of the Releasees from and against any and all liability incurred by any or all of them as a result of, or in any way connected with, my participation in SSHP Group Rides. 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.

The provisions of this waiver, release and indemnity shall ensure to the benefit of the respective heirs, executors, administrators, personal representatives, successors and assigns of each of the Releasees and shall be binding upon my heir's executors, administrators and personal representatives.

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.

The provisions of this waiver, release, and indemnity shall be governed by the laws of Ontario.

I acknowledge and agree to the terms of this waiver, release, and indemnity.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_