



**WAIVER, RELEASE, ASSUMPTION AND INDEMNITY AGREEMENT**  
 (hereinafter referred to as the "Waiver")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS AND REMEDIES, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING INJURY. NO ADMITTANCE WILL BE GRANTED WITHOUT YOUR REVIEW OF THE RULES OF THE PARK, AND YOUR COMPLETION AND EXECUTION OF THIS WAIVER

**PLEASE READ CAREFULLY!!!**

This Agreement shall apply to all subsequent visits and to all subsequent Season Pass & Member Card renewals.

Customer ID:

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| <p>I have been offered a copy of this Release Agreement and I have been advised to read it carefully.</p> | <p>Please PRINT full name of participant</p> |
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**NOTICE TO RIDERS, PARENTS AND GUARDIANS**

If you are new to the biking program at JOYRIDE150 Indoor Bike Park or if you are signing this Release Agreement as the parent or guardian of a younger rider, please take the time to review this document carefully and familiarize yourself with the biking activities at JOYRIDE150 Indoor Bike Park. Injuries are a common and expected part of any type of biking. JOYRIDE150 Indoor Bike Park offers introductory biking lessons and beginner biking terrain. More challenging terrain should not be attempted until the rider has the appropriate skill, experience and equipment. Please speak to Facility Staff for more information regarding biking at JOYRIDE150 Indoor Bike Park.

# STOP – READ THIS!!!

## JOYRIDE150 INDOOR BIKE PARK

### Important Information about the Bike Park

- Use of the Park involves the risk of injury. You control the degree of risk you will encounter in using the trails and features in the Park.
- Do not attempt any of the trails or features unless you have sufficient ability and skill to do so safely. Always ride in control and within your ability level.
- Helmets are mandatory in the Park and protective padding is strongly recommended.
- It is strongly advised that bikes have at least one functioning brake. Brakeless bikes are not recommended at the park.
- The Park is not recommended for first time cyclists, without proper instruction.
- All inexperienced riders under age 13 should have the consent of a parent or guardian to ride in the Park unaccompanied by an adult.
- Directional riding only. Riding against intended traffic flow, cutting trail features mid-route and walking in the Park is not permitted.
- Beware of changing conditions on trails and features. It is your responsibility to inspect features before using them.
- Stay off pedestrian access routes. Stop at all route intersections.

**YOU ASSUME THE RISK OF ANY INJURY THAT MAY OCCUR WHEN USING THE PARK. THE RELEASE'S LIABILITY FOR ANY INJURY OR LOSS IS EXCLUDED BY THE TERMS AND CONDITIONS OF THE WAIVER.**

## BIKERS RESPONSIBILITY CODE

1. Stay in control at all times. It is your responsibility to avoid other persons and objects around you.
2. Do not stop where you obstruct a trail or are not visible to traffic.
3. When entering a trail or feature, you must look and yield to other riders already in motion.
4. Please assist if you are involved in or witness a collision or accident and identify yourself to the Bike Patrol or Facility Staff.
5. Keep off closed areas and obey all signs and warnings.
6. Stay on marked trails. Do not cut trail features mid-route.
7. Stay out of the Park if your ability is impaired through the use of drugs or alcohol.
8. You must have sufficient physical dexterity, ability and knowledge to safely ride chosen feature. If in doubt, ask Facility Staff.
9. Walking in the Park is not permitted.
10. Do not attempt any feature beyond your ability.

**KNOW THE CODE – BE SAFETY CONSCIOUS. IT IS YOUR RESPONSIBILITY.**

**PARK PRIVILEGES REVOKED FOR BREACH OF THE BIKERS CODE, ANY OTHER PARK RULE, OR THE TERMS AND CONDITIONS OF THE WAIVER.**

## BIKERS CHECKLIST

**The trails and features of JOYRIDE150 Indoor Bike Park are rough and demanding on both the bike and body. Before riding always inspect your equipment or have it checked by a qualified bike mechanic.**

1. Ensure your helmet is in good shape and properly adjusted.
2. Inspect bike frame for cracks and damaged or dented areas.
3. Ensure you have sufficient brake pad to stop your bike while riding.
4. Front and rear axles (skewers) should be tight.
5. Headset and stem must be secure with no looseness or play.
6. Check that your tires are in good condition, with no tears or cuts in the sidewall.
7. Handle bar and handle grips must be tight and unable to spin. Seat and seat post need to be fastened securely.

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| Initial - Rider | Initial - Parent/Guardian if Rider under age 18 |
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TO: 1801282 ONTARIO INC., 150 BULLOCK DRIVE INVESTMENTS INC., and their respective shareholders, directors, officers, employees, agents, independent contractors, subcontractors, representatives, successors and assigns, all other persons acting on their behalf, and all organizers, officials, workers, volunteers, participants, sponsors, promoters and advertisers in any way involved, associated and/or affiliated with Joyride 150 Indoor Bike Park (the "Park") (collectively, the "Releasees").

PARTICIPANT NAME: \_\_\_\_\_ (print)  
(the "Participant")

PARENT OR LEGAL GUARDIAN NAME: \_\_\_\_\_ (print)  
(if Participant is under 18 years of age)

In partial consideration for admission to the Park, viewing privileges and use of the Park facilities and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the above PARTICIPANT, and if the Participant is younger than 18 years of age, the PARENT or LEGAL GUARDIAN of the above PARTICIPANT, for and on behalf of the PARTICIPANT, hereby agrees as follows:

**Assumption of Risk**

The undersigned acknowledges and understands that biking and other similar activities carried on in the Park (the "Activities") are hazardous and dangerous activities that are both physically and technically challenging and that various degrees of skill and experience are necessary for the different surfaces and venues within the Park. The undersigned understands that serious bodily injury and damage to property is a common and expected part of these Activities. The undersigned is aware of the risks, hazards, and dangers of personal injury, death and disability in entering the Park, as well as those risks, hazards and dangers of personal injury, death and disability inherent in participation in any Activity. The undersigned is aware that the usual risks, hazards and dangers of personal injury, death and disability increase when using ramps, curbs, steps, half pipes, bumps, berms, drops, skinnies, bridges, inclines or declines, bowls or any other such structure or device. The undersigned also understands that these risks, hazards and dangers will be further increased because other persons will be using the Park at the same time and may have a greater or lesser degree of experience or skill than the Participant does, or no experience or skill at all. In addition to the usual dangers inherent in the Activities, there will be the added or increased danger and risk of uncontrollable equipment related to these Activities, falling, jumping, landing, performing tricks, and/or colliding with other participants or any other person constituting a Releasee. The undersigned is also aware that there is an inherent risk in simply being at the Park and/or observing, photographing or videotaping the Activities. The undersigned hereby freely accepts and fully assumes any and all of the foregoing risks of loss, damage and injury, known and unknown, even if arising from negligence on the part of the Releasees, including the failure on the part of the Releasees to safeguard or protect the Participant from the risks, dangers and hazards involved in the Activities and/or the presence of the Participant in the Park.

**Permission to Record and Use**

The undersigned hereby expressly grants the Releasees and any third party authorized by any Releasee the right to film, videotape, photograph, record the voice of and make any reproductions of the Participant's physical likeness and voice and the irrevocable right in perpetuity to use, display, and digitally enhance or alter in any manner, such likeness in any media now known or hereafter devised, including but not limited to the exhibition and/or online use, broadcast, theatrically or on television, cable, radio or internet, of any motion picture film, videotape, DVD, CD or any published articles in which such likeness may be printed, used or incorporated, and in advertising, exploiting and publicizing of the park without the requirement of any prior consent, compensation or attribution.

**Compliance with Rules/Safety**

The undersigned hereby agrees that the Participant shall comply with all of the stated and customary rules, terms and conditions for participation in Activities at the Park. If the Participant observes any unusual significant hazard during his or her presence or participation at the Park, the Participant will remove himself or herself from participation and bring such hazard to the attention of the nearest Park employee, official or representative immediately.

The undersigned acknowledges that the presence of the Participant and any participation in Activities at the Park are strictly voluntary in spite of the unavoidable risks and dangers of such presence and/or participation, and no one is forcing the Participant to be present or to participate in any Activities at the Park. The Park and the Releasees are not providing any essential services and there are other locations at which the Participant can participate in similar activities. The undersigned hereby represents that no special relationship exists between the Participant and any Releasee, and that the undersigned is not under any physical, economic or other compulsion to sign this Waiver. The undersigned agrees that the Participant shall not take any unreasonable risks while at the Park including, but not limited to, causing himself or herself, other participants in the Activities, or spectators at the Park or other persons present at the Park any unreasonable risk or harm. The undersigned agrees that the Participant is required to use full protective gear when using the Park, including a secure and adequate helmet.

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| Initial - Rider | Initial - Parent/Guardian if Rider under age 18 |

**Release of Liability/Indemnity**

The undersigned hereby releases and forever discharges the Releasees from any and all claims, actions, damages, liability, costs or expenses and legal fees which are related to, arise out of, or are in any way connected to the participation or use by the Participant of the Park (either in the interior or the exterior), use of equipment or property supplied by any Releasee (including, without limitation, protective gear which may be rented and/or obtained from any Releasee), and/or the presence of Participant at the Park, due to any cause whatsoever, and whether or not such claims, actions, damages, liability, costs or expenses are caused by the negligence or omission of the Participant and/or any Releasee or otherwise (including, without limitation, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the *Occupiers Liability Act*, on the part of the Releasees). The undersigned further agrees that the Releasees are not responsible for any personal property that is lost, stolen or damaged at the Park. By signing this Waiver, the undersigned hereby surrenders and waives any rights to sue or exercise any legal right to seek damages from any of the Releasees.

The undersigned hereby agrees to indemnify, hold harmless and defend the Releasees from any and all claims, actions, damages, liability, costs or expenses and legal fees of any spectator, other participant or third party in connection with or arising out of presence and/or involvement or participation by the Participant in any Activity at the Park. The undersigned hereby gives consent and permission to the Releasees to obtain on behalf of the Participant any emergency medical attention and treatment in case of sickness, accident or injury and to secure such medical attention and treatment at my sole expense.

This Waiver shall continue in full force and effect and shall apply to all future visits by the Participant to the Park, and to any and all Activities and programs including, but not limited to, biking, practice sessions, instructional sessions, competitions, day camps, overnight camps and activities directed by any representative of any Releasee. This Agreement shall be effective and binding upon the Participant's heirs, next of kin, guardians, relatives, executors, administrators, agents, representatives, and assigns. This Waiver and any rights, duties and obligations as between the parties to this Waiver shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction. Any litigation involving the parties to this Waiver shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Province of Ontario.

In entering into this Waiver the undersigned is not relying on any oral or written representations or statements made by the Releasees with respect to the safety of biking, other than what is set forth in this Waiver.

I HEREBY CONFIRM THAT I HAVE CAREFULLY READ THIS WAIVER AND THAT I UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. PRIOR TO SIGNING THIS WAIVER, I HAVE REVIEWED THE PARK SAFETY RULES AND REGULATIONS, AND HAVE HAD THE OPPORTUNITY TO ASK ANY AND ALL QUESTIONS ABOUT THE PARK, HAVE FULLY INSPECTED ALL AREAS AND ESPECIALLY THE AREAS TO BE RIDDEN. I AM AWARE THAT BY SIGNING THIS WAIVER I AM ASSUMING ALL RISKS AND I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, GUARDIANS, RELATIVES, EXECUTORS, ADMINISTRATORS, AGENTS, REPRESENTATIVES AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Participant's Name: \_\_\_\_\_

Participant's Birthdate : \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
DAY MONTH YEAR

Address: \_\_\_\_\_

City: \_\_\_\_\_ Prov/State: \_\_\_\_\_ Postal Code/Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_ Check to join e-newsletter:

Home Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Cell Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

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| Initial - Rider | Initial - Parent/Guardian if Rider under age 18 |

Parent Name or Emergency Contact Name: \_\_\_\_\_

Emergency Phone Numbers (Specify: Cell/Pager/Office/Home or Other):

\_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

OHIP # (recommended) \_\_\_\_\_

## PARTICIPANT'S SIGNATURE:

x \_\_\_\_\_

**DATE:** \_\_\_\_\_

### **UNDER 18**

#### **COMPLETE ONLY IF THE PARTICIPANT IS BELOW AGE 18:**

IN ADDITION TO ALL OF THE ABOVE, THE UNDERSIGNED PARENT OR LEGAL GUARDIAN ALSO HEREBY AGREES THAT HIS OR HER DUTY TO INDEMNIFY AND HOLD HARMLESS ALL COVERED PARTIES SHALL APPLY TO THE FULL EXTENT DESCRIBED ABOVE AND ALSO INDEPENDENTLY OF THE MINOR PARTICIPANT'S AGREEMENT HEREIN.

The undersigned hereby acknowledges that he or she is the legal guardian of the Participant whose name appears herein, that the undersigned has read the foregoing Waiver, signs it voluntarily and that by signing this Waiver on behalf of the Participant named below and himself or herself, the Participant named below and the undersigned agree to be bound by all of its terms.

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of the Participant (Please print)

\_\_\_\_\_  
Parent's/Guardian's Signature

\_\_\_\_\_  
Parent's/Guardian's Name (Please print)

\_\_\_\_\_  
Relation to participant

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|                 |   |
| Initial - Rider | Initial - Parent/Guardian if Rider under age 18 |