



# BMA Ride Event Release Form

## Rider & *Emergency Contact* Information

Name \_\_\_\_\_

Address: \_\_\_\_\_ Phone # \_\_\_\_\_

City, Province, Postal Code: \_\_\_\_\_

Email address: \_\_\_\_\_ BMA Member? \_\_\_\_ Yes \_\_\_\_ NO

*Emergency Contact Name:* \_\_\_\_\_

*Emerg contact Phone #:* \_\_\_\_\_ *Alternate Phone:* \_\_\_\_\_

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT PLEASE READ CAREFULLY!!!!**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
(hereinafter referred to as the "Release")**

From: \_\_\_\_\_  
Rider Signature, or Parent/Guardian if rider is under age 18

Date: \_\_\_\_\_, 2018

**TO:** Her Majesty the Queen in Right of Ontario, Ontario Federation of Trail Riders (OFTR), Bytown Motorcycle Association (BMA); United Counties of Prescott-Russell, United Counties of Leeds and Grenville, Calabogie Highlands Golf Resort; and Calabogie Peaks ULC, Dickson Interests Inc., Calabogie Peaks Holding Inc., and private land owners, (and their directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors), (together "the Releasees")

For good and sufficient consideration, including (without limitation) the RELEASEES agreeing to my participation in events including on and/or off road motorcycling, permitting my access to the lands used for such activities, and providing use of their services, parking, equipment, and other facilities, the receipt and sufficiency of which consideration is hereby acknowledged, I hereby agree as follows:

1. I hereby release, remise and forever discharge the Releasees from all actions, causes of action, suits, proceedings, claims, demands, costs and expenses whatsoever which I have or hereafter can, shall or may have against any or all of the Releasees, for or by reason of any loss, damages or injury, including death, of any nature or kind whatsoever and howsoever caused, which may arise directly or indirectly by reason of or be attributable to the Motorcycling activities, Recreational Activities, and Facilities described herein.
2. I am aware of the risks, dangers, and hazards associated with on and off road motorcycling. I accept and fully assume all such risks, dangers, and hazards, and I freely accept and fully assume them, and the possibility of personal injury, property damage or loss, and death resulting therefrom.

**OVER**

3. The said risks, dangers, and hazards include (without limitation) the following: exposed rock, earth, ice or other natural objects; trees, tree wells, tree stumps, forest deadfall; holes and depressions on or beneath the trail or surface; variable and difficult weather conditions; changes or variations in the terrain which may create blind spots or areas of reduced visibility; streams and creeks; cliffs; crevasses; travel on back-country roads; snowmobile trails, road-banks and cut-banks; impact or collision with other motorcycles and vehicles, becoming lost or separated from the guides or other participants; mechanical failure of motorcycles and related equipment; extreme and rapidly changing weather conditions; encounter with wildlife including bears; avalanches; the failure to operate a motorcycle safely or within one's own ability; negligence of other motorcyclists and other persons; and NEGLIGENCE ON THE PART OF THE RELEASEES OR ITS STAFF INCLUDING THE FAILURE ON THE PART OF THE RELEASEES AND ITS STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF RECREATIONAL and MOTORCYCLING ACTIVITIES. I am also aware that the risks, dangers and hazards referred to above exist throughout the recreation area and many are unmarked.
4. I understand that communication in alpine or remote terrain may be difficult, that in the event of an accident, rescue, medical treatment and evacuation may not be available or may be delayed, and that weather conditions may be extreme and can change rapidly and without warning.
5. I agree to hold harmless and indemnify the Releasees for any and all liability for any property damage, loss or personal injury to any third party resulting from my resulting from my participation in, use of, and presence at the Motorcycling activities, Recreational Activities, and Facilities described herein.
6. I hereby confirm that I carry at least the minimum insurance on my vehicle for use in the province where the On and/or Off Road Motorcycling takes place, and certify that I am in compliance with all acts, statutes and regulations of the province where the On and or Off Road Motorcycling takes place.
7. I hereby certify that I am at least 18 years of age, that I have capacity to agree to this release, and that I sign this release voluntarily and without duress. I have had the opportunity to seek and obtain independent legal advice regarding this release.
8. The term "Facilities" herein includes all premises on which I may travel in relation to this event, including (without limitation) either within or beyond the designated boundaries of the event, including in the backcountry and on logging roads and trails and all other recreational facilities, restaurants, parking and other premises.
9. The term "Motorcycling" herein includes all on or off road activities, services and use of facilities either provided by or arranged by the Releasees, including, but not limited to: orientation and instruction sessions; recreational activities undertaken during the motorcycling event, tour; travel by on and/or off road motorcycle; all travel either within or beyond the Facilities.
10. The terms "**recreational activities**" includes all types of recreational activities permitted by the Releasees, including all activities related to winter, spring, summer and fall recreational programs, instruction sessions, organized events, loading and unloading of lifts and vehicles, trail conditions and obstacles and all activities while participating in recreation on or at the Facilities.
11. References herein to a party shall be taken to include that party's officers, directors, employees, agents, assigns, estate trustees, executors, and administrators, with such changes in number and gender as are required by the context.
12. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
13. This Release and any rights, duties and obligations as between the parties to this Release shall be governed by and interpreted solely in accordance with the laws of Ontario. Any litigation involving the parties to this Release shall be brought in Ottawa, Ontario.
14. In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of recreational activities and participation in On and/or Off Road Motorcycling, other than what is set forth in this Release.
15. I give permission for the free use of my image in any photographs, videos, or DVD's used for marketing or promotional purposes by the Releasees.
16. The signed version of this Release may be delivered in photocopied, facsimile, or electronic form, and a copy of this signed Release shall be binding as if it were an original.

**Release applicable to Her Majesty the Queen in Right of Ontario**

In consideration of being permitted to travel on the Crown trails/roads, the undersigned do hereby release, remise and forever discharge Her Majesty the Queen in Right of Ontario, Her officers, servants and agents from all actions, causes of action, suits, proceedings, claims, demands, costs and expenses whatsoever which the undersigned or which any of the executors, administrators and assigns of the undersigned have or hereafter can, shall or may have against them or any of them, for or by reason of any loss, damages or injury, including death, of any nature or kind whatsoever and howsoever caused, which may arise directly or indirectly by reason of or be attributable to the use of the aforesaid roads by the undersigned for the purpose of participating in the event. The undersigned have read and understand this release of liability for travelling on the aforesaid trails/roads. The undersigned have signed this release and certify that the undersigned are at least 18 years of age.