

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

**BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

**PLEASE READ CAREFULLY!**

INITIAL

LAST NAME		FIRST NAME		INITIAL
DATE OF BIRTH (dd/mm/yyyy)		AGE	MALE <input type="checkbox"/>	FEMALE <input type="checkbox"/>
ADDRESS		CITY	PROVINCE / STATE	POSTAL CODE / ZIP
TELEPHONE	EMAIL		CURRENT DATE (dd/mm/yyyy)	

**LIST ALL PARTICIPANTS UNDER AGE 19**

1. NAME	AGE	DATE OF BIRTH (dd/mm/yyyy)
2. NAME	AGE	DATE OF BIRTH (dd/mm/yyyy)

**TO: Lakeside Eco-Sports Ltd. doing business as Lakeside Eco-Sports and its directors, officers, employees, guides, group leaders, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").**

**NOTICE TO PARTICIPANTS, PARENTS AND GUARDIANS**

**If you are new to E-biking or if you are signing or consenting to this Release Agreement as the parent or guardian of a participant under the age of 19, please take the time to review this document carefully and familiarize yourself with the E-biking and understand the risks, dangers and hazards of participating in the E-Biking. Injuries are a common and expected part of participating in E-biking.**

**DEFINITION**

In this Release Agreement, the term "E-biking" shall include all activities, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: electric bike rentals; electric bike tours; use of facilities; use of equipment; demonstrations; orientation and instructional courses; travel, transport and accommodation and other activities, events and services in any way connected with or related to electric bike rentals.

**ASSUMPTION OF RISKS**

I am aware that E-biking and the rental of electric biking equipment involves many risks, dangers and hazards including, but not limited to: mechanical failure of the Equipment, loss of balance; difficulty or inability to control one's speed and direction; variation or steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; variation or changes in the riding surface including rocks, gravel, cliffs, trees, roots, tree stumps, streams and creeks and manmade structures such as bridges, ladders, berms and jumps; changing weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the sites used for electric biking; travel on highways and backcountry roads; encounters with domestic and wild animals including dogs, bears and cougars; collision with pedestrians, motor vehicles, and cyclists; becoming lost or separated, from ones party; negligence of other participants; and **NEGLIGENCE ON THE PART OF THE RELEASEES AND THE MANUFACTURERS AND DISTRIBUTORS AND THEIR STAFF, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ELECTRIC BIKING AS A RESULT OF MY USE OF THE EQUIPMENT.**

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN E-BIKING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

**MEDICAL CONDITION**

I understand that participating in E-biking may place unusual stresses on the body. I have been advised to consult with my medical practitioner if I have any concern about my medical condition or fitness to participate in E-biking.

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INITIAL

**CUSTOMER LIABILITY**

Customer shall assume liability for any and all damage or loss to personal property, accident/injury to other persons related to the rental equipment. It is the Customer's responsibility to prevent the theft of the equipment and, if any of the equipment is stolen while in the Customer's possession, Customer agrees to pay the replacement cost of same. Customer shall properly secure / lock all rental equipment in legal locations when not in the Customer's possession.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees allowing me to participate in E-biking and for other good and valuable consideration, I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Releasees and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in E-biking, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE *OCCUPIERS LIABILITY ACT*, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN E-BIKING;
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage or personal injury to any third party resulting from my participation in E-biking;
- 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;
- This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

**PHOTO/VIDEO RELEASE** - I consent to photographs and/or video taken of me (and any minor children listed in page 1 of this Release Agreement) being used for advertising, promotional or marketing purposes. 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 participating in E-biking, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST LAKESIDE ECO-SPORTS.**

FULL NAME OF PARTICIPANT	SIGNATURE OF PARTICIPANT <small>(Signature of Parent or Guardian if Participant is under 19 years)</small>	CURRENT DATE <small>(dd/mm/yyyy)</small>
1. _____	_____	____ / ____ / ____
2. _____	_____	____ / ____ / ____
3. _____	_____	____ / ____ / ____
_____	_____	____ / ____ / ____
FULL NAME OF WITNESS	SIGNATURE OF WITNESS	CURRENT DATE (dd/mm/yyyy)