

CYCLE 4 ST. JOE'S 2024

WAIVER, RELEASE, AND INDEMNITY

Event: Sunday, September 22, 2024 - Cycle 4 St. Joe's

You must agree to the terms and conditions below in order to participate in this event. In consideration of being permitted to participate in Cycle 4 St. Joe's (the "Event"), I hereby declare, agree and confirm as follows:

1. There is no medical reason that would restrict my ability to participate in the Event. I represent and warrant that I am, or will be at the time of the Event, in sufficient health and physical condition to participate in the Event, which I am freely electing to participate in.
2. I agree to the use of my picture, name and/or city/town of residence, without compensation, for publicity purposes.
3. I am aware that the Event is an in-person event this year and that as a participant I may be interacting with individuals who are not participants and who may not be aware of the Event.
4. The children under the age of fifteen (15) that are under my care will not be left unsupervised at any time in any area during my participation in the Event.
5. I understand that it is my responsibility to provide or arrange for transportation to and from the location of my ride. I also understand that I must supply my own bicycle, and cycling equipment and confirm that such equipment is in good working order, reasonably maintained and fit for the purpose intended. I acknowledge that all riders must wear helmets.
6. I am aware that my participation in the Event 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; 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 and other drivers' or riders' errors. I acknowledge that such risks cannot be eliminated and agree to act responsibly as a participant in the Event. I agree that my participation in the Event is voluntary, and I knowingly and freely assume all risks and dangers in participating in the Event.

I hereby state that I am physically capable of participating in the Event and that I have no pre-existing conditions that would hinder my ability to safely participate in the Event. I am experienced in and familiar with the operation of bicycles and fully understand and accept the risks and dangers inherent in cycling and participating in the Event.

I understand that it may be necessary for me to receive medical treatment during or subsequent to the Event. I consent to receive medical treatment which is deemed to be advisable by healthcare professionals that may be at the Event in the event of illness or injuries suffered by me during or

subsequent to the Event and agree to pay for the costs of any such medical treatment, if such treatment is not covered by the Ontario Health Insurance Plan or any other insurance that I may hold (e.g. costs of ambulance services, hospital stays, and pharmaceutical goods).

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In consideration of the acceptance of my registration to participate in the Event and my participation in the Event,

I on behalf of myself and those minors and for whom I am a parent and/or legal guardian, and that will accompany me, hereby release, waive and forever discharge the Cycle 4 St. Joe's event organizers and volunteers, Unity

Health Toronto, St. Joseph's Health Centre Foundation, and all of their respective parents and affiliates, and all sponsors, volunteers, officials, organizers and all other associations, sanctioning bodies and each of their respective employees, agents, directors, officers, shareholders, officials and, servants (collectively referred to as the "Releasees"), of and from any and all proceedings, claims, demands, damages, costs, expenses, actions and causes of action (whether known or unknown) whatsoever, both in law and in equity, which I (and/or the minors listed below) now have or may hereafter have for or by reason of or in respect of my participation in the Event (and/or the participation of those minors listed below), 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 and/or the participation of any of the minors for whom I am a parent and/or legal guardian and who are under my care in connection with the Event and accompany me at the Event. I agree that this Agreement may be treated as a complete defense 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 enure 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 and the heirs, executors, administrators and personal representatives of the minors listed below.

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 on behalf of myself and the minors (if any) for whom I am a parent and/or legal guardian and who are under my care in connection with the Event and accompany me at the Event.

Name:

Signature:

Date: