

# ASSUMPTION OF RISK, WAIVER OF CLAIMS, AND RELEASE OF LIABILITY AGREEMENT

## PLEASE READ CAREFULLY — THIS IS A LEGALLY BINDING AGREEMENT

This Agreement affects your legal rights. By signing below, you acknowledge that you understand and accept its terms.

### 1. PARTICIPANT INFORMATION

Full Legal Name: \_\_\_\_\_

Date of Birth (DOB): \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Emergency Contact Name & Phone: \_\_\_\_\_

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### 2. DESCRIPTION OF ACTIVITIES

I acknowledge that I am voluntarily participating in a **bike and cross-cultural tour in Ecuador** (the “Tour”), which may include but is not limited to:

- Mountain biking and/or road cycling on paved and unpaved roads and trails
- Hiking, walking, cultural activities, and community visits
- Transportation by motor vehicle, bus, truck, taxi, or other means
- Lodging, meals, and hosting activities
- Activities organized or hosted by **Country Cycle & Ski Inc., Siempreviva, and Randy Grieser, Kyle McCutchen, Tina Swan**

The Tour will take place in Ecuador, including rural and urban areas, and may involve conditions different from those in Canada.

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### 3. ASSUMPTION OF RISK

I understand and acknowledge that participation in the Tour involves **inherent risks**, including but not limited to:

- Falls, collisions, mechanical failure of bicycles or equipment
- Road hazards, traffic, animals, uneven terrain, and weather conditions
- Physical exertion, fatigue, dehydration, heat illness, or altitude effects
- Accidents or negligence by other participants, drivers, or third parties
- Theft, loss of property, or damage to personal belongings
- Illness, food-borne illness, allergic reactions, or limited access to medical care
- Risks associated with international travel, including political, health, or infrastructure risks

I freely and voluntarily **assume all risks**, known and unknown, foreseeable and unforeseeable, associated with my participation.

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#### **4. RELEASE AND WAIVER OF LIABILITY**

In consideration of being permitted to participate in the Tour, I hereby **release, waive, and forever discharge**:

- **Country Cycle & Ski Inc.**
- **Siempreviva**
- **Randy Grieser**
- **Kyle McCutchen**
- **Tina Swan**
- Their directors, officers, employees, volunteers, contractors, agents, and representatives

from **any and all claims, demands, actions, causes of action, losses, damages, or liabilities of any kind**, whether in contract, tort, negligence, or otherwise, arising out of or related to my participation in the Tour, including transportation to and from activities, except where prohibited by law.

This release applies to **personal injury, illness, death, property damage, or financial loss**, even if caused in whole or in part by the negligence of the released parties.

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#### **5. INDEMNIFICATION**

I agree to **indemnify and hold harmless** the released parties from any claims, demands, losses, or expenses (including legal fees) arising from my actions or participation in the Tour.

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#### **6. MEDICAL FITNESS AND RESPONSIBILITY**

I confirm that:

- I am **18 years of age or older**
- I am physically and medically fit to participate
- I am responsible for my own medical insurance, travel insurance, and emergency evacuation coverage

I authorize emergency medical treatment if required and accept responsibility for all associated costs.

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## **7. PERSONAL RESPONSIBILITY & EQUIPMENT**

I understand that I am responsible for:

- Using appropriate safety equipment (including a helmet while biking)
- Following instructions and safety guidelines
- Operating bicycles and equipment responsibly

I acknowledge that equipment failure or improper use may result in injury.

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## **8. GOVERNING LAW & SEVERABILITY**

This Agreement shall be governed by the laws of the **Province of Manitoba and the laws of Canada**, without regard to conflict of law principles.

If any portion of this Agreement is found unenforceable, the remaining provisions shall continue in full force and effect.

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## **9. ACKNOWLEDGEMENT & VOLUNTARY SIGNATURE**

I acknowledge that:

- I have read and understood this Agreement
  - I understand that I am giving up substantial legal rights
  - I am signing this Agreement freely and voluntarily
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**Participant Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_