



Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (“Release Agreement”)

INITIAL:

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

Name	Last	First	
Address	Street	City	Province
	Postal Code	Date of Birth: Day, Month, Yr	

To: The University of the Fraser Valley (“UFV”), its Board of Governors, and any of UFV’s officers, employees, servants, agents, contractors, subcontractors, representatives, successors, hosts, volunteers, volunteer pilots, other guests and all other participants (all of whom are collectively referred to as the “Releasees”).

DEFINITIONS

In this Release Agreement:

- the Term “Trishaw” shall refer to the passenger bikes that are used for the Activity;
- the term “Activity” shall include all aspects of my participation as a passenger in a Trishaw in the program offered by UFV regardless of the location, volunteer pilot, equipment used, and the state of repair of that equipment.

ASSUMPTION OF RISKS

I am aware that participation in the Activity involves risks, dangers, hazards, obstacles and injury, all of which may occur at any time while engaging in the Activity and may be caused by the Releasees, third parties or natural forces. I acknowledge and accept that the Releasees may fail to keep me safe during the Activity, including, without limitation: moving to/from the Trishaw, pick-ups and drop-offs, entering and exiting my residence, stops, travelling as a passenger on the Trishaw and entering and existing the Trishaw. The terrain used for the Activity is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards. These may include, but are not limited to: potholes, cracks in the surface, rocks, ruts, holes and depressions on or beneath the surface, variable and difficult weather conditions, changes or variations in the terrain which may create blind spots or areas of reduced visibility, man-made and natural obstacles, impact or collision with others, including vehicles, bikes or motorized equipment, becoming lost or separated from the volunteer pilot, mechanical failure of the Trishaw and related equipment, negligent operation of the Trishaw and related equipment, encounter with domestic or wild animals including dogs, bears, moose and cougar, loss of balance or control, slips, trips and falls, negligent first aid, negligence of other persons, including third parties, and NEGLIGENCE 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 THE RISKS, DANGERS AND HAZARDS OF CYCLING WITHOUT AGE PASSENGER ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM, INCLUDING SUCH PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS CAUSED BY THE NEGLIGENCE ON THE PART OF THE RELEASEES.

RELEASE OF LIABILITY

In consideration of the Releasees allowing me to participate in the Activity, I agree as follows:

1. To waive any and all claims that I have or may have in the future 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 the Activity. 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 THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Activity;
3. 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;
4. 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 the Province of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

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 the Activity, other than what is set out 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 THE RELEASEES.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature of Witness:

Print name of Witness:

Signature of Participant

Please print name

Signature of Power of Attorney (if applicable)

Print name:

Collection Notice: The information on this form is collected under the authority of section 26(c) of FIPPA and the University Act and shall be used only for the purpose of administering this agreement.

If you have any information about this collection of personal information, please contact: \_\_\_\_\_@ufv.ca