

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

Start Date - Time (DD/MM/YY - HH:MM)	Due Date - Time (DD/MM/YY - HH:MM)	Bike #
Additional Equipment: Surf Rack _____ Helmet _____ Child Seat _____ Basket _____ Lock _____ Light _____ Trail-a-Bike _____ Chariot _____		

Name	First	Last	Phone #
Address OR Accommodation	Street		Email
	City	Prov/State	Postal/Zip

Coldwater Creative Corp. DBA Tofino Bike Co. 1180 Pacific Rim Highway, Tofino BC, V0R 2Z0 and its (their) directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "the Releasees").

DEFINITION

In this Release Agreement: the term "Biking" shall include all activities, rentals, services and use of facilities and equipment, either provided by or arranged by the Releasees, including, but not limited to: orientation, tour; travel by bike, trailer, or chariot; used on a road or other trail including all travel, either within, or beyond the township of Tofino. The term "Equipment" shall include anything attached to the bicycle or marked above.

ASSUMPTION OF RISKS

I understand and accept that renting this equipment and participating in biking exposes me to many hazards and entail unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand I should be in good physical health to participate in bicycling. I choose to participate in bicycling in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of renting this bicycle and participating in bicycling. I understand the inherent risk involved in using this equipment, accept full responsibility for any and all such damage or injury which may result, including any mechanical failure of bikes and related equipment; rapidly changing weather conditions; encounter with wildlife including bears, the failure to operate a bike safely or within one's own ability; negligence of other bikers and other persons; AND NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in biking and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. 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 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, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN BIKING REFERRED TO ABOVE;

SIGNATURE OF PARTICIPANT

2. 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 participation in biking;
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 where the biking takes place and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the biking takes place and shall be within the exclusive jurisdiction of the Courts of that province. 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 biking, other than what is set forth in this Release Agreement.
6. I take full responsibility for any breach of provincial, federal and Tofino Bylaws, including those relating to the Motor Vehicle Act and the wearing of helmets. _____
7. Any damages or loss, shall be my financial responsibility for repair or replacement upon rental return. Riding bikes in ocean water or those not intended for the beach will result in a \$20 cleaning fee charged upon rental return. _____

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, 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.

Signature of Participant
Please Print Name Clearly
Signature of Parent / Legal Guardian if participant under 19

Signed this _____ day of _____, 20_____