

ONTARIO CYCLING ASSOCIATION
ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK
*(FOR THOSE UNDER THE AGE OF MAJORITY i.e. under 18 in Alberta, Manitoba, Ontario, P.E.I.,
Quebec, Saskatchewan and under 19 in other Provinces and Territories)*

WARNING!

By signing this document you will waive certain legal rights, including the right to sue in circumstances outlined in this Agreement . Please read carefully.

Participant's Name: _____ Date: _____

1. This is a binding legal agreement; therefore clarify any questions or concerns **before** signing. As a Participant in the sport of cycling and/or the events, programs, races and activities ("**Activities**") organized, operated conducted **and** sanctioned by the Ontario Cycling Association ("**OCA**") alone or with another organization (the OCA and such other organization collectively referred to herein as the "**Organizers**"), the undersigned being the Participant **and** the Parent/Guardian of the Participant (each a "Party" and collectively the "Parties") acknowledge and agree to the following:
2. The Parties hereby release the Organizers, Cycling Canada, their respective members, officers, directors, employees, independent contractors, agents, and volunteers ("**Releasees**") from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, in respect of all damages, personal injuries, death, or property losses which either or both of the Parties may suffer arising out of or connected with the preparation for, or participation in, the Activities, notwithstanding that any such losses were caused solely or partly by the negligence of any of the Releasees.
3. The Parties hereby agree to indemnify and hold harmless the Releasees from any and all damages or losses of any kind as a result of any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of any of the Releasees that may be made or initiated by arising out of or connected with, as they relate to either or both of the Parties, the preparation for and/or participation in any of the Activities.
4. And, the Parties each hereby acknowledge and agree that:
 - a) each Party understands that none of the Releasees assumes any responsibility whatsoever for the safety of either or both of the Parties during the course of any preparation for or participation in the Activities;
 - b) each Party has carefully read this ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK, and that each Party fully understands, and is freely and voluntarily executing, same;
 - c) each Party has been given the opportunity, and that each Party is encouraged, to seek independent legal advice prior to signing this document;
 - d) each Party understands that the Organizers would not permit either or both of the Parties to participate in any Activities unless the Parties have signed this ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK, which applies to all Activities whether occurring in the near or distant future, and that the terms of this document need not be brought to the attention of either of the Parties each time either or both of the Parties participate in an Activity in order for it to be effective;
 - e) the term "Activities" as used herein includes, without limiting the generality of that term, training sessions, clinics, and events that are in any way authorized, sanctioned, organized or operated by any of the Organizers on its own or together with another, or to which OCA has issued a permit; and
 - f) this ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK agreement is binding on each of the Parties, and their respective heirs, executors, administrators, personal representatives and assigns.

I, **THE YOUTH PARTICIPANT**, AGREE to be bound by this ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK.

I, the parent of **THE YOUTH PARTICIPANT**, AGREE to be bound by this ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK.

ONTARIO CYCLING CONCUSSION AWARENESS AND AGREEMENT FORM

Document

I acknowledge that in Ontario, [Ontario's Rowan's Law legislation \(Concussion Safety\)](#), requires the following registrant categories:

- ALL registrants under the age of 26 including;
- Parents/legal guardians of registrants under the age of 18;
- Coaches;
- Officials;
- And Trainers

to:

- A) Confirm that they have reviewed the Ontario Government's Concussion Awareness Resources that are available for:

Ages 10 and Under	Ages 11 – 14	Ages 15 and Up
E-Booklet	E-Booklet	E-Booklet
Video	Video	Video
Interactive E-Module	Interactive E-Module	Interactive E-Module
Full Government Resource Page		

and,

- B) Confirm that all of those registrant categories signing this document (except "Officials") have reviewed the relevant [Ontario Cycling Concussion Policy and Concussion Code of Conduct](#).

I confirm that myself, the parent and/or legal guardian of **THE YOUTH PARTICIPANT**, and **THE YOUTH PARTICIPANT** have reviewed the Ontario Government's Concussion Awareness Resources

I acknowledge and confirm that myself, the parent and/or legal guardian of **THE YOUTH PARTICIPANT**, and **THE YOUTH PARTICIPANT** have fully reviewed and commit to Ontario Cycling's Concussion Policy and Concussion Code of Conduct

All applicants under the age of 18 MUST have a parent / legal guardian agree to the Ontario Cycling membership forms before the membership will be reviewed and processed.

By signing below [typing in your name below and clicking the I Agree button], I, the parent of **THE YOUTH PARTICIPANT**, agree to be bound by this ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK and Ontario Cycling's CONCUSSION AWARENESS AND AGREEMENT FORM.

I AGREE to the above

Enter Youth Participant Name

Enter Parent/legal guardian's name