

# Participant Waiver



Please carefully review the following waiver. You must agree to the terms and conditions below in order to participate in this the 2015 Giro d'Hero (the Event)

Giro d'Hero REQUIRES ALL PARTICIPANTS TO AGREE TO AND ABIDE BY THE TERMS AND CONDITIONS set forth in this Release and Waiver of Liability, Assumption of Risk and Indemnity Policy (the "Waiver and Release Policy").

1. I ACKNOWLEDGE, AGREE AND REPRESENT that I UNDERSTAND the nature of the Event and risks associated with participation in or attendance at the Event including the risk of injury, whether serious or not and possibly death and WARRANT that I am in good health and proper physical fitness to enable participation, including any activities associated with the Event and at anytime I believe that any conditions or equipment used during the Event is unsafe, or that I am incapable of continuing, I will immediately discontinue further participation in the Event or activity, or if requested by any representative of the Releases (named below) or by any medical personnel to discontinue participation;

2. I HEREBY ACCEPT and ASSUME ALL RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR ANY LOSSES, COSTS AND/OR DAMAGES FOR ANY INJURY SUFFERED BY ME OR ANY MINOR UNDER MY CARE OR TO MY PROPERTY BY ANY MEANS AND HOWSOEVER CAUSED EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASES" NAMED BELOW, WHILE PARTICIPATING IN THE EVENT OR ACTIVITIES ASSOCIATED WITH THE EVENT, WHETHER A SPECTATOR, COMPETITOR OR OTHERWISE;

3. I ACKNOWLEDGE and AGREE that my safety and the safety of any minor (under the age of 18) under my care REMAINS MY SOLE RESPONSIBILITY and WARRANT that I WILL NOT LEAVE A MINOR UNDER MY CARE UNATTENDED AT ANYTIME;

4. I ACKNOWLEDGE, AGREE and WARRANT that I or any minor under my care will use the mandatory, appropriate and proper safety equipment including helmets during the Event and only use equipment that is mechanically fit for its intended purpose and within approved Canadian Government standards;

5. I ACKNOWLEDGE and AGREE that by participating in the Event, I consent to the use of the My name, likeness and/or voice, or that of any minor under my care, in any media, without compensation, in any future publicity carried out by Giro d'Hero, Prospect Human Services and PLH & Associates Ltd.

6. I HEREBY RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE Giro d'Hero, Prospect Human Services and PLH & Associates Ltd., any municipality, government agency, sponsoring organization, or suppliers or their respective administration, directors, agents, officials volunteer, and employees, OR other participants in, any sponsors or advertisers of, or, if applicable, any owners or lessors of premises on which the Event or any of the activities related to the Event takes place, (each considered one of the "RELEASES" in this Agreement) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY ACCOUNT IN RELATION TO PRESENCE AT THE EVENT WHETHER AS A PARTICIPANT, SPECTATOR, COMPETITOR OR OTHERWISE AND WHETHER PRIOR TO, DURING OR SUBSEQUENT TO THE EVENT, WHICH IS CAUSED OR ALLEGED TO BE CAUSED IN ANYWAY IN WHOLE OR IN PART, BY THE RELEASES, INCLUDING ANY NEGLIGENCE ON THE PART OF THE RELEASES OR OTHERWISE;

7. I for myself, my heirs, executors, administrators, successors and assigns, HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE all associations, sanctioning bodies and sponsoring companies, and all their respective agents, officials or servants, of and from all claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect to death, injury, loss or damage to my person or property HOWSOEVER CAUSED rising or to arise by reason of my participation in the said event, whether as a spectator, participant, competitor or otherwise, whether prior to, during or subsequent to the event, AND NOTWITHSTANDING that same may have been contributed to, or occasioned

by, the negligence of any of the aforesaid. I FURTHER HEREBY UNDERTAKE to HOLD AND SAVE HARMLESS and AGREE TO INDEMNIFY all of the aforesaid 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 in the said event.

BY SUBMITTING THIS ENTRY, I ACKNOWLEDGE HAVING READ, UNDERSTOOD AND AGREED TO THE ABOVE WAIVER, RELEASE AND INDEMNITY. I WARRANT THAT I AM PHYSICALLY FIT TO PARTICIPATE IN THIS EVENT, AND THAT MY EQUIPMENT IS MECHANICALLY FIT AND SUITABLE FOR ITS INTENDED USE IN THE EVENT.

Participant Name:

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Participant Signature:

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Date:

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(Month/Day/Year)

**If signing on behalf of a minor, use the below signature line:**

Minor's Name:

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Name of Parent/Legal Guardian

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Signature of Parent/Legal Guardian

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Date:

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(Month/Day/Year)