



**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS
BY AGREEING YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY AND SIGN**

DISCLAIMER: Participants must be at least 15 years old and 150 cm tall to safely utilize Ryde YXE Studios equipment.

ASSUMPTION OF RISKS:

I understand that by virtue of my participation or involvement in any activity or programs offered by Ryde YXE Cycle Studio Inc. ("Ryde YXE"), that I will be exposed to risks which may include but not be limited to serious injury, including permanent disability and death, and social and economic losses. I acknowledge the existence of known risks and potential unknown risks and I voluntarily assume the risks which may include but not be limited to:

- (a) **EQUIPMENT:** Any manner of injury, including death, resulting from use, misuse, non-use and failure of any equipment at Ryde YXE, as well as equipment supplied by the participant.
- (b) **LOSS OF PERSONAL PRIVACY/IDENTITY THEFT:** Any manner of injury caused by the loss of personal privacy through identity theft or unauthorized use of photographs taken of the participant by other participants or trespassers at Ryde YXE.
- (c) **PHYSICAL ACTIVITY:** All manner of injury arising, including death, from falling and impacting against the floor surface, walls, apparatus/equipment, and the ground; impacting with other participants or equipment; abrasions or bruises resulting from impact with other participants or equipment; an increased load on the heart, which may result in dizziness, shortness of breath and in extreme circumstances, may result in a heart attack; potential for bone and muscular skeletal injury, such as sprains and strains; episodes of light headedness, fainting, chest discomfort, leg cramps and nausea.
- (d) **TERRAIN:** Any manner of injury, including death, resulting from falls on steps, slippery or uneven floors or other man made features whether at Ryde YXE or while participating in activities offered by Ryde YXE.
- (e) **THEFT OF PROPERTY:** Any manner of property loss through theft by others, or damage to property caused by others.

I understand that I am solely responsible for my own health, medical, dental, and property insurance. I freely accept and fully assume all risks, dangers and hazards and the possibility of personal injury, death, property damage, expense and other loss delay or inconvenience resulting therefrom or from acts or omissions, including negligence from Ryde YXE and its directors, officers, employees, agents, volunteers and independent contractors.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of the Owner, the Manager or their employees, agents or volunteers allowing me to participate in the Ryde YXE activities, I hereby agree as follows:

- (a) **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Owner, the Manager and their directors, officers, employees, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as the "Releasees") arising directly or indirectly from my attendance at Ryde YXE or participation in any activities coordinated by the Releasees.
- (b) **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation in such activities due to any cause, including any wrongful act or omission, including **NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE.**
- (c) **THAT THIS AGREEMENT** shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death or incapacity.
- (d) **THAT THE TERMS** of this Release of Liability, Waiver of Claims and Assumption of Risks shall apply, and have priority over any previous agreement or written agreement, representation, term or condition to the contrary.

I AM AWARE THAT BY SIGNING THIS WAIVER I AM WAIVING LEGAL RIGHTS TO SUE FOR DAMAGES WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

FOR PARTICIPANTS OF MINORITY AGE (Please print entire document and fill out the form below)

I, AS PARENT/GUARDIAN, WITH LEGAL RESPONSIBILITY FOR THE PARTICIPANT, HAVE READ THIS AGREEMENT AND SATISFIED MYSELF THAT I UNDERSTAND IT PRIOR TO SIGNING IT. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING LEGAL RIGHTS TO SUE FOR DAMAGES WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Date: _____

Parent/Guardian Signature: _____

Witness Signature: _____

Names of Minor: _____