

## **ARRA (Alberta Road Riders Association) Guest Waiver**

**PURPOSE of ARRA:** To promote a warm, welcoming environment for safe, responsible, courteous motorcycle riding, filled with fun, friends and knowledge. You are not required to have a motorcycle or ride to be a member.

### **Guest Registration information:**

ARRA will keep this Guest Waiver on file so you will not need to fill it in again. If adjustments to this form need to be done, it is your responsibility to alert the ARRA Treasurer using the below email address.

Guest first name: \_\_\_\_\_ Last name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Best phone number: \_\_\_\_\_ indicate with X: CELL \_\_\_\_\_ HOME \_\_\_\_\_ WORK \_\_\_\_\_

Best email address: \_\_\_\_\_

Member Inviting Guest: \_\_\_\_\_ Membership #: \_\_\_\_\_

**Email this Guest Waiver form to "ARRACalgaryTreasurer@gmail.com" or give this Guest Waiver form to an ARRA executive member or the event organizer prior to the attended event start.**

### **Responsibilities of Member and their Guest:**

Member and Guest are to display commitment to ARRA's safe riding guidelines and promote the purpose of ARRA. The Guest listed in this Guest Waiver, if driving a vehicle, is to retain their own valid Driver's License, Vehicle Registration Certificate and Vehicle Insurance in good standing, for whatever vehicle is being used at the time, as required by any jurisdiction, and all governing laws, as applicable, during ARRA activities.

ARRA has Director and Officers Liability Insurance and Commercial General Liability Insurance which provide liability insurance for ARRA and covers the organization, its members, volunteers and guests for damages they may cause to 3rd parties only, while participating at a club event.

I, the above Guest, acknowledge I understand the risks of club rides, social events, other club functions, etc., and will not hold ARRA nor it's Directors / Officers responsible for my own injuries that may occur while participating in the sport / rides / social event, etc., and will hold ARRA and it's Directors / Officers harmless.

**I have signed the SPORTS WAIVER referred to as the "Release Agreement" on page 2 attached.**

**The member inviting me, will bring this signed Guest Waiver and Release Agreement along to the event and will be responsible to pass it to an ARRA Executive Member or event organizer prior to the event start.**

Guest's motorcycle must be legal as defined by any applicable governing law.

Motorcycle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

\*\*\* If not riding a motorcycle, please enter N/A in the above line\*\*\*

I, the Guest listed above, give my consent for my personal information contained herein, to be used as required for affairs of the Association as required in the Societies Act, Section 36(1, 2, 3) and Section 36.1(1, 2, 3). This can be found in the General Members Folder on the ARRA Google Drive at the link:

**<https://drive.google.com/drive/u/3/folders/1Y9StZ0OmieJwoENm1iM-Z8QnIrK2LUY>**

Guest signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature / Print Name

Member making this application: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature / Print Name

**YOU ARE REQUIRED TO COMPLETE PAGE 2 "SPORTS WAIVER" AS WELL**

**Having signed this following Sport Waiver declaration, the Guest acknowledges that ARRA will keep the Sports Waiver on file so you do not need to fill it in again.**

**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**

**SIGNATURE OF GUEST:**

Name:	Last:	First:	Middle Initial:
Address:	Street:	Province:	Postal Code:
	City:		

**Organization Name** Alberta Road Riders Association o/a ARRA (to be referred to as "organization") and its (their) directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors, and assigns (all of whom are hereinafter referred to as "the Releasees")

**"SPORT ACTIVITIES":** Road Motorcycle Club including organizing group rides (to be referred to as "SPORT" in this document)

**DEFINITION**

In this Release Agreement, the term "SPORT" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: "SPORT"; "SPORT" rental; orientational and instructional courses, seminars and sessions; travel, transport and accommodation; and other such activities, events and services in any way connected with or related to "SPORT".

**PROTECTIVE EQUIPMENT**

I have been advised to wear all protective equipment that is required by the rules and regulations of the governing body for my sport.

**ASSUMPTION OF RISKS**

I am aware that "SPORT" involves many risks, dangers and hazards. The risks, dangers and hazards, including but not limited to: loss of balance; difficulty or inability to control one's speed and direction; variation or steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; mechanical failure of equipment; variation or changes in the playing surface including rocks, gravel; changing weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the sites used for "SPORT"; travel on highways and back country roads; encounters with domestic and wild animals including dogs, bears and cougars; collision with pedestrians, motor vehicles, cyclists and other players; failing to play safely or within the limitations of one's own abilities, negligence of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF "SPORT".

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH "SPORT" 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 "SPORT" 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 "SPORT" 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 "SPORT" REFERRED TO ABOVE;
- 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 "SPORT";
- 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 "SPORT" takes place and no other jurisdiction; and
- 5 Any litigation involving the parties to the Release Agreement shall be brought solely within the province where the "SPORT" 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 "SPORT", other than what is set forth in this Release Agreement.

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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Witness signature:	Signature of Participant:
Please print name clearly:	Please print name clearly:
	Signature of Guardian if Participant is not age of majority: