



## WAIVER AND RELEASE OF LIABILITY FORM

Release of liability waive of claims, assumption of risk and indemnity agreement.

By signing this document you, the undersigned, will waive certain legal rights, including the right to sue

To: University of Toronto Rider's Club, Assumption of Risk

1. I, the undersigned, wish to be a member of the University of Toronto Rider's Club and participate on group rides hosted by the University of Toronto Rider's Club (hereinafter referred to as "Host"). I recognize and understand that being a member and participating in group rides hosted (hereinafter referred to as "Adventure" involves certain risks. Those risks include but are not limited to the risk of injury or death resulting from motor vehicle accidents, risk of injury or death resulting from motor vehicle malfunction. In addition, I recognize that motorcycling is an inherently dangerous sport.

2. Despite these aforementioned and other risks, and fully understanding such risks, I wish to participate in "Adventures" and hereby assume the risks of participation. I also hereby hold harmless the "Host" and indemnify them against any or all claims, actions, suits, procedures, costs, expenses (including attorney's fees and expenses), damages and liabilities arising out of, connected with, or resulting from my participation in "Adventures", including without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of related equipment. I hereby release "Host" from any and all such liabilities, and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns.

3. I hereby certify to the "Hosts" that I am in good health and do not suffer from a heart condition or other ailment which could be exacerbated by the exertion involved in participating in "Adventures". I further assure the "Host" that if I have a health condition or other ailment which could be exacerbated by the exertion involved in participating in "Adventures", I will notify the "Host" prior to my participation.

4. I further certify that I am 18 years of age and older.

5. I further certify that the vehicle which I will use to participate in "Adventures" are lawfully purchased or acquired, without any aftermarket or OEM modifications that would render the vehicle otherwise illegal to operate on public roads. Such modifications include but are not limited to removal of catalytic converter, removal of side mirrors, modifications to the ECU that would enable to vehicle to exceed 199 miles per hour or any other modifications that may render the insurance policy void.

6. I further certify that I hold a valid license to operate a motorcycle in Canada.

\_\_\_\_\_ (Initials)

Continue on next page...



**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of participating in “Adventures”, I hereby agree as follow:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against University of Toronto Rider’s Club and all members within the University of Toronto Rider’s Club (all of whom are hereinafter collectively referred to as the “Releasees”)
2. 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 “Adventures” due to any cause whatsoever, including negligence on the part of the releasees,
3. TO HOLD HARMLESS AND INDEMNITY THE RELEASEES from all liabilities for any damage to property of, or personal injury to, any third party, resulting from my participation in “Adventures” and
4. That this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_

(Date) (Month)

First and Last Name of Participate (Please Print): \_\_\_\_\_

Date of Birth of Participant (DD/MM/YYYY): \_\_\_\_\_

Telephone Number of Participant: \_\_\_\_\_

Signature of Participant

\_\_\_\_\_  
Emergency Contact of Participant (Cell Phone Number): \_\_\_\_\_

Relation of Emergency Contact to Participant \_\_\_\_\_

Witness First and Last Name (Please Print): \_\_\_\_\_

Witness Date of Birth (DD/MM/YYYY) \_\_\_\_\_

Witness Signature

\_\_\_\_\_