

## ASSUMPTION OF RISK AND WAIVER

Participant Name \_\_\_\_\_ Phone number \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone number \_\_\_\_\_

### \*\*\*PLEASE READ CAREFULLY BEFORE SIGNING\*\*\*

As a participant in E-Bike ride share- Tactical Urbanism` (the "Programs"), on June 10<sup>th</sup> – June 14<sup>th</sup> , I fully understand and agree to the following:

**Assumption of Risk:** I understand the inherent risks and dangers of participation in physical activities. Participation in the Programs involve various risks, dangers, and hazards, including activities which will take place out-of-doors, possibly during inclement weather, physical labour (i.e.; bending, lifting) and walking over rough and uneven natural and manmade terrain, which all participants are required to assume. I hereby freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property or other loss resulting from my participation.

**Consent to Medical Treatment:** I agree to hereby give permission to have the City of Mississauga (collectively hereinafter the "City"), its Mayor, councillors, officers, employees, volunteers, successors and assigns (collectively hereinafter the "Released Parties") arrange for any emergency medical care including hospitalization and transportation, if necessary, and to the administration of such emergency medical treatment as may be deemed necessary in the circumstances. I agree to pay all costs associated with medical care, treatment and transportation.

**Waiver:** In consideration of being granted permission to participate in the above-noted Programs, I hereby for myself, my heirs, executors, administrators, or any others who may claim on my behalf, covenant not to sue, and hereby waive, release and discharge the City and/or any of the Released Parties from any and all losses, liabilities, damages, actions, suits, claims, demands (collectively hereinafter the "Claims"), whether direct or indirect for personal injury, illness, loss of life or property damage of any kind or nature, arising from or in any way related to my participation in the Programs.

**Indemnity:** In consideration of being granted permission to participate in the above-noted Programs, I agree to fully indemnify and defend the City and/or any of the Released Parties from and against any and all Claims brought against the City and/or any of the Released Parties including all related costs and expenses and against any loss, costs, damages or expenses which the City and/or any of the Released Parties may sustain, suffer, incur or be liable for resulting from, arising from or in any way related to my participation in the Programs.

**I AM AWARE OF THE NATURE AND EFFECT OF THIS ASSUMPTION OF RISK, CONSENT TO MEDICAL TREATMENT, WAIVER, INDEMNITY AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

(Signature of Participant) \_\_\_\_\_ Date: \_\_\_\_\_

**If the Participant is under 18 years of age, the Participant's parent or legal guardian is required to sign.**

**I AM THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT WHO I CERTIFY IS UNDER THE AGE OF 18. I ALSO CERTIFY THAT I HAVE THE LEGAL AUTHORITY TO REPRESENT AND BIND THE PARTICIPANT. I HAVE READ THIS WAIVER AND UNDERSTAND THE NATURE AND EXTEND OF THE RISKS INVOLVED AND, ON BEHALF OF THE PARTICIPANT, VOLUNTARILY AGREE TO BE BOUND BY ITS CONTENT.**

(Signature of Parent or Legal Guardian) \_\_\_\_\_ Date: \_\_\_\_\_