

## **Acknowledgment of Risk, Release and Terms of Agreement**

### **To: National Cycling Institute (“NCI”)**

This Acknowledgement of Risk, Release and Terms and Conditions (the “RELEASE”) shall be binding and in full force and effect from the date hereof (or retroactively if any participation as set out below has occurred and this RELEASE or another NCI release covering the participant(s) has not been previously accepted), and cover all participation in NCI programs as set out below, until such time as I either (a) renew my acceptance hereof, or (b) accept a revision of this RELEASE as may be provided by NCI from time to time.

In consideration of being allowed, and/or in consideration of any of my minor children or children that I may be legal guardian of (my “MINOR CHILD”) being allowed to participate (the “PARTICIPANT”) in any of the following NCI programs or events:

- Youth Try the Track
- Youth Track Certification
- Youth Structured Training
- Youth High Performance Pathway
- Youth Race Nights
- Youth School Trips
- Adult Try the Track
- Adult Track Certification
- Adult Beginner Structured Training
- Adult Intermediate Structured Training
- Adult Advanced Structured Training
- Adult Learn to Race
- Adult Race Competency
- Adult Race Nights
- Any of the above programs that may be renamed from time to time
- Any other track cycling program offered by NCI

(the “PROGRAM”), I on my own behalf and on behalf of my MINOR CHILD agree that:

- I acknowledge that participating in the PROGRAM is inherently dangerous and carries with it the potential for accidents, serious bodily injury, permanent disability, paralysis and death, and property damage or loss. I further acknowledge that these risks include risks that may be the result of negligent acts, omissions and/ or carelessness of the Released Parties (as defined below).
- In consideration of me or my MINOR CHILD being allowed to participate, in the PROGRAM, I hereby assume all of the risks in participating in the PROGRAM and for

myself, my heirs, executors and assigns, hereby waive, release and forever discharge NCI, and each of their respective parent, subsidiary and affiliated companies, directors, officers, employees, insurers, trainers, coaches, agents, servants, volunteers, exercise physiologists and other representatives (individually and collectively the “Released Parties”) from any and all claims, liabilities, demands, damages, losses and causes of action, of any kind or any nature, which I have or may have in the future, including medical costs, property damage, court costs, legal fees and litigation expenses, that may arise out of or result from or relate in any way to my participation in the PROGRAM, including my death, personal injury, partial or permanent disability, negligence, property damage and damages of any kind, even if caused by the negligent acts, omissions or carelessness of the Released Parties.

- I confirm that the PARTICIPANT has any necessary and sufficient insurance coverage for medical costs or property damage associated with any injury or loss resulting from participating in the PROGRAM, and that the PARTICIPANT is solely responsible for ensuring that such insurance is in place.
- I acknowledge and agree that it is my responsibility to determine whether the PARTICIPANT is fit and healthy enough to safely participate in the PROGRAM, and I attest and certify that the PARTICIPANT is sufficiently fit and trained to participate in the PROGRAM and that the PARTICIPANT has not been advised by any healthcare provider against his or her participation in the PROGRAM.
- I understand that the PARTICIPANT is not obligated to perform nor participate in any PROGRAM or activity that the PARTICIPANT does not wish to do, and that it is my right to refuse such participation at any time. I understand that should the PARTICIPANT experience injury, pain or discomfort, the PARTICIPANT is to stop the activity and inform a PROGRAM representative immediately.
- I confirm that I have reviewed the Ontario Cycling Association concussion awareness resources and concussion code of conduct made available at <http://www.ontariocycling.org/rowans-law-concussion-safety-learn-to-prevent-identify-and-manage-concussions/> If the PARTICIPANT is a MINOR CHILD, I confirm that both the PARTICIPANT and I have reviewed the concussion awareness resources and concussion code of conduct. I understand that the PARTICIPANT may not participate in the PROGRAM without having reviewed the concussion awareness resources and concussion code of conduct. I understand the Ontario Cycling Association removal-from-sport and return-to-sport protocols, will apply to the PARTICIPANT’s participation in the PROGRAM in the event the PARTICIPANT is suspected of having a concussion.
- I also agree to indemnify and save harmless the Released Parties from any claims or demands that might be made against the Released Parties arising out of or in consequence of the PARTICIPANT’s participation in the PROGRAM.

- I consent to NCI collecting, using and disclosing personal information provided in connection with the PROGRAM for the purposes disclosed in the NCI privacy policy and for other purposes reasonably required to operate and administer the PROGRAM or as permitted or required by law.
- I hereby give full permission to the Released Parties to use, edit, copyright, reproduce, license, exhibit, display, distribute and create derivative works of any photographs, slides, films, videos, or any other recordings taken of the PARTICIPANT, and the PARTICIPANT's name, in connection with the Program, whether in print, electronic or other format for any purpose whatsoever (including, but not limited to, promotional materials such as informational brochures, websites, television shows and public information campaigns) and to make the material available to third parties for broadcast and publication without further notice and with no expectation of financial or other consideration to be paid to me. I hereby waive any rights to inspect or approve the finished photographs or advertising copy that may be used.
- **I have read this Acknowledgment of Risk, Release and Terms of Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.**

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Participant Name

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Date

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Participant Signature

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Witness Name

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Witness Signature

**FOR PARTICIPANTS UNDER THE AGE OF MAJORITY AT TIME OF  
REGISTRATION**

This is to certify that I, as parent/guardian with legal responsibility for any minor child participant, have read this Acknowledgment of Risk, Release and Terms of Agreement, understand its content, and, in consideration of the participation of my MINOR CHILD in the PROGRAM, hereby consent and agree to its terms on behalf of my MINOR CHILD, and voluntarily sign this agreement.

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Participant Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent's or Legal Guardian's Name

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Parent's or Legal Guardian's Signature

\_\_\_\_\_  
Witness Signature