

Acknowledgment of Risk, Release and Terms of Agreement

This National Cycling Institute Milton (“NCI”) 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 shall 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
- Open Track Sessions
- Drop In Sessions
- Any of the above programs that may be renamed from time to time
- Any other 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 also hereby waive, release and forever discharge all other participants participating in the PROGRAM 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 any participant participating in the PROGRAM.

- 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 the Ontario Cycling Association's website <http://www.ontariocycling.org/> 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 that 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 sustained 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.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND
ASSUMPTION OF RISKS – COVID-19**

**BY AGREEING TO THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION**

PLEASE READ CAREFULLY!

I wish to enter the facility in which the National Cycling Institute operates (also known as National Cycling Institute Milton) (“NCI”) located at Mattamy National Cycling Centre, 2015 Pan Am Boulevard, Milton, ON (the “CYCLING FACILITY”) in order to participate, coach, observe or otherwise be involved in cycling.

In exchange for NCI’s permission to allow me into the CYCLING FACILITY to engage in cycling, I agree to the terms and conditions set forth in this agreement (this “AGREEMENT”). I understand that this AGREEMENT is separate but related to the NCI Release that I am also required to sign. I understand that this AGREEMENT will be binding and in full force and effect as of the date I sign it, (or retroactively as of the date I have entered the CYCLING FACILITY or otherwise been involved in cycling), and that it will be in full force and effect until I renew my acceptance or I accept a revised version of this AGREEMENT.

ASSUMPTION OF RISK REGARDING COVID-19

1. I am aware of the highly contagious nature of bacterial and viral diseases including the 2019 novel coronavirus COVID-19 including its variants (“COVID-19”) and the risk that I may be exposed to or contract COVID-19 or other infectious diseases by being at the CYCLING FACILITY and engaging in cycling.
2. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage.
3. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including NCI employees, volunteers or other representatives.
4. I understand that, while NCI has implemented preventative measures to reduce the spread of COVID-19, NCI cannot guarantee that I will not become infected with COVID-19 or other infectious diseases while at the CYCLING FACILITY, and that being at the CYCLING FACILITY may increase my risk of contracting COVID-19.
5. NOTWITHSTANDING THE RISKS ASSOCIATED WITH COVID-19, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING THE CYCLING FACILITY TO ENGAGE IN CYCLING WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, VIOLATION OF PRIVACY RIGHTS, DEATH, OR PROPERTY DAMAGE, ARISING FROM MY BEING AT THE CYCLING FACILITY OR ENGAGING IN CYCLING, WHETHER CAUSED BY THE NEGLIGENCE OF NCI OR OTHERWISE.

AGREEMENT TO COMPLY WITH COVID-19 REQUIREMENTS

6. I am familiar with federal, provincial, and local laws, orders, directives, and guidelines related to COVID-19. I will comply with all such orders, directives, and guidelines while at the CYCLING FACILITY, including, without limitation, requirements related to hand sanitizing, social and physical distancing, and use of face coverings (including masks). I agree not to enter the CYCLING FACILITY if I am experiencing symptoms of COVID-19 (including but not limited to cough, shortness of breath, or fever), have a confirmed or suspected case of COVID-19, or have come in contact in the last fourteen days with a person who has been confirmed or suspected of having COVID-19.

7. I understand that screening measures for COVID-19, COVID-19 symptoms and risk factors, and/or proof of COVID-19 vaccination status may be implemented as a condition of entering the CYCLING FACILITY. I consent to the collection, use, disclosure and retention of any personal information collected in relation to such screening measures.

WAIVER and RELEASE OF COVID-19 CLAIMS

8. I waive and release all claims which I have or may in the future have against the RELEASED PARTIES, on account of injury, illness, disability, violation of privacy rights, death, or property damage arising out of or attributable to my being at the CYCLING FACILITY or engaging in cycling, due to any cause whatsoever, without limitation, arising from bacterial and viral diseases including COVID-19. This waiver and release applies to all claims I may have, whether arising out of the negligence of NCI or any other RELEASED PARTY or otherwise, including without limitation, claims alleging breach of any statutory or other duty of care. I covenant not to make or bring any such claim against NCI or any other RELEASED PARTY, and forever release and discharge NCI and all other RELEASED PARTIES from liability under such claims.

9. I also waive and release all claims which I have or may in the future have against any other individual engaging, participating, coaching, observing or otherwise being involved in cycling at the CYCLING FACILITY, on account of injury, illness, disability, violation of privacy rights, death, or property damage arising out of or attributable to my being at the CYCLING FACILITY or engaging in cycling, due to any cause whatsoever, without limitation, arising from bacterial and viral diseases including COVID-19. This waiver and release applies to all claims I may have, whether arising out of the negligence of any such individual or otherwise, including without limitation, claims alleging breach of any statutory or other duty of care. I covenant not to make or bring any such claim against any such individual, and forever release and discharge any such individual from liability under such claims.

10. I shall defend, indemnify, and hold harmless NCI and all other RELEASED PARTIES against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, and the costs of enforcing any right to indemnification under this AGREEMENT, and the cost of pursuing any insurance providers, arising out of or resulting from any claim related to my involvement in cycling or presence at the CYCLING FACILITY and the contraction or spread of bacterial and viral diseases including COVID-19.

11. All matters arising out of or relating to this AGREEMENT shall be governed by and construed in accordance with the laws of Ontario, and the federal laws of Canada applicable therein. Any claim or cause of action arising under this AGREEMENT may be brought only in the courts of Ontario in which the CYCLING FACILITY is located, and I hereby consent to the exclusive jurisdiction of such courts.

BY AGREEING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, THAT I AM AGREEING TO IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE NCI AND THE RELEASEES.

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 voluntarily consent and agree to its terms on behalf of my MINOR CHILD.