

Tour de T1D™ 2021 Charity Bike Ride

Participants in all or any part of Tour de T1D benefiting the Royal Victoria Regional Health Centre's Youth Diabetic Clinic, scheduled to take place on September 26, 2021, including any pre- or post-event activities (the "Event") must agree to this Waiver.

I understand that participating in such an event, using public streets and facilities, and the use of and participation in services made available to participants during the Event is a potentially hazardous activity and can result in serious personal injury or death. I am aware of and expressly assume all risks associated with participating in this Event, including, without limitation, falls, contact with other participants, objects, bicycles and vehicles, the effects of weather, traffic, and the conditions of the streets and routes used by the Event, and I assert that my participation in this Event is voluntary.

In consideration for being permitted to participate in this Event, I, for myself and for anyone entitled to act on my behalf, hereby waive and release, from any and all claims for injuries and damages I may have arising out of the Event or my participation in the Event, the Royal Victoria Regional Health Centre, the staff of the Royal Victoria Regional Health Centre and/or the Youth Diabetic Clinic, any beneficiaries, sponsors, officials, participating clubs, communities, organizations, friends of the Event, Riders, Crew Members, consultants, participants, third-party vendors, government or public entities (including, without limitation, the Department of Transportation), and each of their respective affiliates, successors, officers, directors, employees, volunteers, agents, and representatives.

I intend by this Waiver and Release, in advance, to waive my rights, to covenant not to sue to release for future claims, and to discharge all of the persons and entities mentioned above, from any and all loss or damage, including, but not limited to claims for damages for death, personal injury or property damage that I may have, or which may hereafter accrue to me, as a result of my participation in all or any portion of this Event, even though that liability may arise from negligence, carelessness, or recklessness (whether simple or gross) on the part of the persons or entities being released, from dangerous or defective property or equipment owned, maintained, or controlled by them or because of their possible liability without fault.

I understand and agree that this Waiver and Release is binding on my heirs, assigns, and legal representatives.

I attest that I am physically capable of, and have sufficiently trained for, completing each respective element of this Event. If I am aware of or under treatment for any physical infirmity, disorder, ailment, or illness, my medical care provider has been apprised of, and has approved of, my participation in this Event. I acknowledge that I, and I alone, am solely responsible for my personal health and safety, and the personal property I bring with me. I consent to receive medical treatment which may be advisable in the event of illness or injuries suffered by me during this Event, and I agree to pay for the costs of any such medical treatment.

I agree that my participation in the Event is subject to the sole discretion of the organizers of the Event, and that my participation may be limited or terminated, with or without cause.

If I am under the age of 18, I understand I MUST have a guardian accompany me on the Event as a fellow, registered participant.

I understand that all donations processed by the Royal Victoria Regional Health Centre donation office are non-refundable and non-transferable, even if I do not participate in the Event. I further understand that my registration fee is non-refundable, non-transferable, does not apply toward my fundraising commitment, and is not tax deductible.

I give permission to Royal Victoria Regional Health Centre, the Organizers of the Event and each of their respective affiliates, subsidiaries and agents, for the free use of my name, photograph, voice, or likeness, in any broadcast, telecast, advertising promotion, or other account of this Event or marketing or promotion for future or similar events, and waive any rights of privacy I may have in that regard.

THIS WAIVER AND RELEASE SHALL BE INTERPRETED AND THE RIGHTS OF THE PARTIES DETERMINED UNDER THE LAWS OF THE PROVINCE OF ONTARIO. THE ONTARIO COURTS SHALL HAVE EXCLUSIVE JURISDICTION FOR ANY DISPUTE ARISING UNDER, OR PERTAINING TO, THIS WAIVER AND RELEASE.

I have carefully read this Waiver and Release and fully understand its contents. I am aware that this is a release of liability and a binding contract between myself and the persons and entities mentioned above, and I sign it of my own free will. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Waiver and Release freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.