

RELEASE AND INDEMNITY AGREEMENT

BY AGREEING TO THIS RELEASE AND INDEMNITY AGREEMENT (THE "AGREEMENT") YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!

TO: VANCOUVER CHERRY BLOSSOM FESTIVAL SOCIETY ("VCBF")

AND TO: VANCOUVER VELOPALOOZA SOCIETY ("VVS")

I acknowledge and understand that the VCBF and VVS are providing me and/or my child(ren) with the opportunity to participate in the *Bike the Blossoms* held on Saturday, April 20, 2019 departing from John Hendry Park (the "Event").

ASSUMPTION OF RISK

I am aware that participating in the Event has inherent risks, including but not limited to personal injury or death, negligence or criminal acts of others, theft, vandalism or loss or damage of personal property.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury or damage, and property damage or loss, pertaining to the Event.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

In consideration of the VCBF and VVS allowing me and/or my child(ren) to attend and participate in the Event, and other good and valuable consideration, the sufficiency and receipt of which is irrevocably acknowledged, I agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I and/or my child(ren) have or may have in the future against VCBF and VVS and their respective directors, officers, employees, volunteers, sponsors and agents (collectively, the "Releasees"), whether based in contract, tort, restitution or any other legal theory, from any and all liability for any loss, damage, cost, expense or injury of any nature or kind that I or my child(ren) may suffer or incur, or that my next of kin may suffer or incur as a direct or indirect result of my participation in the Event, due to any cause whatsoever, including but not limited to the risks, dangers or hazards inherent in participating in the Event as well as the negligence, gross negligence, willful misconduct, breach of contract or breach of any statutory or other duty of care by any of the Releasees or any other party.

2. **TO HOLD HARMLESS AND INDEMNIFY** the Releasees from any and all liability for any property damage or personal injury, including death, to any third party resulting directly or indirectly from my participation in the Event.

3. That at the Event, I and/or my child(ren) may be photographed, filmed or videotaped. I agree to allow my name, photographs, video, voice, image, or likeness (and those of my child(ren)) to be used for any purpose by the VCBF and VVS and any Event sponsors, organizers and assigns worldwide, using any and all media and technology now known or later developed whatsoever, without any compensation to me.

4. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

5. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction.

6. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AND INDEMNITY AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AND INDEMNITY AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, MY CHILD(REN) OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Dated _____, 2019

Signature of Witness
Please Print Name

Signature of Guest:
Please Print Name