

Release and Waiver of Liability and Assumption of Risk Agreement

September 10, 2011

I, _____ hereby acknowledge and agree that in consideration of being permitted to participate in the RBC GranFondo Whistler (herein called the cycling event) operated by TOIT Events Inc. (herein called TOIT):

1. I do hereby release TOIT, its owners, employees, sponsors, independent contractors and agents from all liability, and do hereby waive as against TOIT, its owners, employees, sponsors, independent contractors and agents all recourses, proceedings, claims, and causes of action of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in, the cycling event, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of TOIT, or any of their members, officers, directors, employees, independent contractors or agencies,
2. And, I hereby acknowledge and agree:
 - That the sport of cycling is very dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of the sport itself, others which result from human error and negligence on the part of the persons involved in preparing, organizing and staging cycling event;
 - That, as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss;
 - That some of the aforesaid risks and hazards are foreseeable, but others are not;
 - That I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and that, accordingly, my preparation for, and participation in the cycling event shall be entirely at my own risk;
 - That I understand that neither TOIT nor any of its owners, employees, sponsors, independent contractors or agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in the cycling event;
 - That I have carefully read this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT**, that I fully understand same, and that I am freely and voluntarily executing same;
 - That should I opt to hand over any property to TOIT that I will not hold TOIT, its owners, employees, sponsors, independent contractors and agents responsible for any loss or damage to that property;
 - To allow TOIT the use of my image or likeness during participation in the cycling event for the purpose of promotion;
 - That I understand clearly that by signing this Agreement I will be forever prevented from suing or otherwise claiming against TOIT, its owners, employees, sponsors, independent contractors and agents for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for the cycling event, whether or not such loss or injury is caused solely or partly by the **NEGLIGENCE** of TOIT or any of its owners, employees, sponsors, independent contractors and agents;
 - That I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this Agreement;
 - That I understand clearly that TOIT would not permit me to participate in the cycling event unless I signed this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT**, that **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** applies to the cycling event whether occurring in the near or distant future, and that the terms of this Agreement need not be brought to my attention each time I participate in the RBC GranFondo Whistler in order to be effective;
 - That this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** is binding on myself, my heirs, my executors, administrators, personal representatives and assigns;
 - I recognize that this Agreement may be in addition to another agreement I must sign as a condition of participation and that I am bound by the terms and conditions of both agreements.
 - I agree that I am physically capable of participating in the cycling event, and that I have no pre-existing conditions that would hinder my ability to participate in the RBC GranFondo Whistler.
 - I agree that if I am passed by the Fine Gara (official event sweep pace vehicle) that I acknowledge I am no longer part of the event, and as such must ride according to standard rules of the road that applies to regular, everyday cycling traffic; that the dedicated lane for the event may be removed while I am in it; event signage on course may be removed; and that there may no longer be support offered by the event in the form of medical, mechanical or nutritional assistance.

Participant Signature _____

Witness Signature _____

Date: _____