

## **INFORMED CONSENT AND WAIVER OF LIABILITY**

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Child's Last Name

First Name

Date of Birth

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Parent/Legal Guardian Last Name, First Name

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Address

As the parent or legal guardian of the above child, the undersigned person has voluntarily enrolled the child in the following recreational program operated by the District of Squamish (the “**District**”):

**ADVANCED MOUNTAIN BIKING PROGRAM (THE “PROGRAM”)**

I acknowledge and agree that the Program is not a learn-to-bike program and that my child must have basic cycling skills, including being comfortable riding a two wheeled bicycle, using front and back hand brakes and gears.

I acknowledge and agree that my child must come prepared with a safe and fully functioning bicycle which is of an appropriate size and weight for my child, suitable for participation in the Program; that my child must wear suitable clothing and shoes; and that my child must at all times wear a CSA approved helmet.

I acknowledge and agree that my child's participation in the Program may be affected and/or limited as a result of factors such as his or her willingness to participate in the activities, his or her physical development, illness and/or a medical or a physical condition. I have accurately completed and signed the attached “**Medical History and Information Form**” concerning my child's medical condition. I acknowledge and agree that, as a parent or guardian, I have an obligation to inform District staff of any limitations or injuries that my child may have. Except as specifically described in the attached form, I affirm that my child is in good physical condition and does not suffer from any disability or condition which would prevent or limit his or her safe and enjoyable participation in the Program.

I understand that part of the risk of injury to my child is relative to the care and skill with which my child conducts himself or herself during the Program. I acknowledge that my child's choice, with my permission, to participate in the Program brings with it the assumption and understanding, by my child and me, of the risks described below. In addition, I understand that I am free to withdraw my child from the Program at any time. I acknowledge that I should do so upon recognition of any signs of transient light-headedness, fainting, chest discomfort, leg cramps, and nausea, and agree to immediately bring these signs to the attention of District staff.

I acknowledge there are risks associated with uncontrollable illnesses such as COVID-19, influenza, etc.

**I acknowledge that my decision to enroll my child in the Program is purely voluntary. I am fully aware that, in spite of the use by my child and others involved in the Program, including District staff and volunteers, of all applicable safety practices, standards and equipment, and in spite of the fact that my child and others involved in the Program, including District staff and volunteers, take all reasonable precautions, mountain biking is an inherently dangerous activity which is known to cause injury, death and damage to property. I acknowledge that, in traveling to, attending at and participating in the Program, my child will be subject to material foreseeable risks which may result in serious injury to my child or other persons; the death of my child or other persons; or damage to the property of my child or other persons. I acknowledge that factors affecting the safety of my child and others involved in the Program include, among other things, rough and uneven terrain; narrow trails; equipment failure; poor visibility; weather extremes and environmental factors subject to sudden and unexpected change; fire; the proximity of trees and obstacles; risks associated with physical exertion; and the negligent acts or omissions of my child and other persons, including District staff and volunteers.**

**In consideration of my child being permitted to enroll in and participate in the Program, I agree as follows:**

- 1. I hereby accept and assume full responsibility for any risk of injury (whether physical or mental), death or property damage to my child while my child is participating in the Program, including all risk of loss, theft or damage of personal property, whether such injury, death or property damage is caused by the negligence of the District, its directors, officers, employees, staff, volunteers and agents (hereinafter collectively referred to as "Releasees") or otherwise.**
- 2. I, on my behalf, on behalf of my child, and on behalf of our respective personal representatives, heirs and next of kin, hereby release each of the Releasees from all liability, loss or damage (including without limitation, personal, bodily or mental injury, and economic loss) on account of injury or damage to my child, or my or my child's property, or resulting in his or her death, whether caused by the negligence of the Releasees or otherwise, while my child is participating in the Program.**
- 3. I agree to indemnify and save harmless the Releasees and each of them from any loss, liability, damage or cost they may incur due to my child's participation in the Program, whether caused by the negligence of the Releasees or otherwise.**

I expressly agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the Province of British Columbia; and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I hereby affirm that I have read and voluntarily sign this release, waiver and indemnity agreement, and further agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

Signature of parent/legal guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Name and signature of witness:

\_\_\_\_\_

[medical form attached]