

**2011 TRANSROCKIES™ (TR3, TR4, and TR7)
 WAIVER OF LIABILITY FOR SPECIAL EVENT TO TAKE PLACE AUGUST 6-13, 2011
 ASSUMPTION OF RISKS, WAIVER, RELEASE AND INDEMNITY AGREEMENT.
 BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING ANY RIGHT TO SUE.**

NAME:			
ADDRESS:			
CITY/TOWN:			
PROVINCE/STATE:		COUNTRY:	
POSTAL/ZIP:		PHONE:	()
EMAIL:			

DEFINITIONS

In this agreement:

- a) the term **“SPECIAL EVENT”** is the 2011 TransRockies™ (TR3, TR4, and TR7) which shall include but is not limited to all biking activities, events or services provided, arranged, organized, conducted, sponsored or authorized by TransRockies Inc. and shall further include, but is not limited to, mountain biking, cross country biking, recreational biking, street and highway biking, bike racing, off road biking, motor biking, adventure biking, trail riding, bike touring and all terrain vehicles, competitions, clinics, demonstrations, terrain parks, descents, ascents, orientation and instructional courses, briefings, seminars and sessions, camps, and other activities such as, receptions, meals, gatherings, ceremonies, presentations, events and services in any way connected with or related to the **2011 TransRockies™ (TR3, TR4, and TR7)**;
- b) the term **“SPECIAL EVENT SPONSORS”** shall include the organizers TransRockies Inc. and its authorized outlets, distributors, partners, corporations, individuals and any area operators, back-country operators, associations, institutions, incorporations, foundations, societies, and committees, who provide or make available funds, facilities, premises, accommodation, products or services to the **2011 TransRockies™ (TR3, TR4, and TR7)**, or who is associated with the SPECIAL EVENT as an sponsor, contributor, supplier, partner, organizer, volunteer, donator, promoter or advertiser;
- c) the term **“RELEASEES”** shall include TransRockies Inc., Regional District of East Kootenay, Tembec Industries Inc., Teck Coal, BC Hydro, Resorts of the Canadian Rockies Inc., Island Lake Holdings Ltd. a/o Island Lake Resort Group (2003) Inc. DBA Island Lake Lodge, Island Lake Catskiing, City of Fernie, Fernie TransRockies Society and together with all the other SPECIAL EVENT SPONSORS as may be applicable and the respective directors, shareholders, officers, managers, employees, agents, guides, instructors, volunteers, independent contractors, subcontractors and representatives.

ASSUMPTION OF RISKS

I am aware that participation in the SPECIAL EVENT involves many risks, dangers and hazards including, but not limited to: accommodation; accommodation services and products; camping; tenting; catering; food service; biking; fire bans/closures; air quality; changing weather conditions; avalanches/rock slides; exposed rock, earth, ice and other natural objects; wildlife; trees; tree wells; tree stumps; forest dead fall; road and trail conditions, snow, ice or rain on; changes or variations in the biking terrain or trails which may create blind spots or areas of reduced visibility; changes or variations in the biking surface or sub-surface, including changes due to man-made or artificial areas; biking on a major highway/roads, variable and difficult conditions; streams, creeks and exposed holes in the terrain above streams or creeks; cliffs; crevasses; logging roads, road-banks or cut-banks; impact or collision with objects, fences, road side or logging equipment, or other vehicles, equipment or structures; impact or collision with other bikers or spectators; the failure to ride safely or within one’s own ability or within designated areas; misdirection due to signage, flagging, road book or any other directions; negligence of other riders or spectators; and **ANY NEGLIGENCE ON THE PART OF TRANSROCKIES INC., TEMBEC INDUSTRIES INC., TECK COAL, BC HYDRO, ISLAND LAKE HOLDINGS LTD. A/O ISLAND LAKE RESORT GROUP (2003) INC. DBA ISLAND LAKE LODGE, ISLAND LAKE CATSKIING, CITY OF FERNIE, FERNIE TRANSROCKIES SOCIETY and REGIONAL DISTRICT OF EAST KOOTENAY OR THE RESPECTIVE STAFF INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE SPECIAL EVENT.**

THE ORGANIZERS RESERVE THE RIGHT TO CANCEL THE RACE, CANCEL RACE STAGES OR CHANGE THE ROUTE ON SHORT NOTICE DUE TO FIRE BANS/FIRE CLOSURES, AIR QUALITY, WEATHER CONDITIONS, WILDLIFE OR SAFETY CONCERNS, UNFORSEEN CONSTRUCTION OR CIRCUMSTANCES, ACTS OF GOD OR OTHER SUCH REASONS WITH NO REIMBURSEMENT WHATSOEVER TO THE PARTICIPANT.

I CONFIRM THAT I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE SPECIAL EVENT AND I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM AND ALSO IN REGARD TO CANCELLATION OF THE RACE, CANCELLATION OF RACE STAGES OR CHANGE OF ROUTE ON SHORT NOTICE DUE TO FIRE BANS/FIRE CLOSURES, AIR QUALITY, WEATHER CONDITIONS, WILDLIFE OR SAFETY CONCERNS, UNFORSEEN CONSTRUCTION OR CIRCUMSTANCES, ACTS OF GOD OR OTHER SUCH REASONS WITH NO REIMBURSEMENT WHATSOEVER TO THE PARTICIPANT.

RELEASE, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE RELEASEES accepting my application to participate in the SPECIAL EVENT and the arranging for the permitting and the use of property, facilities, transportation, trails, roads of any kind, race courses and any other facilities and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, I do hereby for myself, my heirs, next of kin, executors, administrators, personal representatives, successors, assigns and any personal sponsors I may have:

WAIVE ANY AND ALL CLAIMS that I have or may have against THE RELEASEES, and I RELEASE, FOREVER DISCHARGE AND AGREE TO INDEMNIFY AND SAVE HARMLESS THE RELEASEES from any and all liability and from all manner of actions, causes of actions, suits, debts, contracts, claims and demands whatsoever which may be made by me against the RELEASEES for personal injury to myself or my death, personal injury to any third party or their death, property damage respecting the SPECIAL EVENT, race cancellation, race stage cancellation, loss, damage, expense, any other loss, damage or expense that may be incurred, or, that in so far as I may be able to prevent, to my next of kin who may suffer as a result of my participation in the SPECIAL EVENT, DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY NEGLIGENCE, ANY BREACH OF CONTRACT, OR ANY BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING WITHOUT ANY LIMITATION ANY DUTY OF CARE OWED UNDER THE **OCCUPIER'S LIABILITY ACT**, R.S.A. 2000, C. 0-4, and **OCCUPIER'S LIABILITY ACT**, R.S.B.C. 1996, C. 337, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING ANY FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE SPECIAL EVENT.

That this agreement shall be effective in binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death.

That this agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta.

I ALSO AGREE to allow use of my image for any and all uses relating to the 2011 TransRockies™ (TR3, TR4, AND TR7) and for any future TransRockies™ events and to accept any correspondence respecting any TransRockies™ event.

In entering into this agreement, I am not relying on any oral or written representations or statements made by THE RELEASEES with respect to the safety of the SPECIAL EVENT, other than what is set forth in this agreement.

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

Signed this day of August, year 2011.

Participant Name (Print Name Clearly) *	Signature of Participant *
Parent or Guardian Name (if Participant is under 18) *	Signature of Parent or Guardian (if Participant is under 18) *
Witness Name (Print Name Clearly) *	Signature of Witness *

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED AND WITNESSED BY PRIOR TO PARTICIPATING IN THE 2011 TRANSROCKIES™ TR3, TR4, OR TR7.