# **WAIVER (PART 1)**

## 2024 CN Cycle for CHEO Pledge Form



( ) <b>INDIVIDUAL</b> Entry	( ) <b>FAMILY &amp; FRIENDS</b> Team Challenge Team Name:			( ) WORKPLACE Team Challenge  Company Name:				
Name of PARTICIPANT:Address:				ler number: _		A	ge: ( ) <13 ( ) 13+	
City: Pr		Province:				Postal code:		
Telephone:		Email:						
In which event will you be participatin	g? ( ) 2 km	( ) 5	km	( ) 15 km		( ) 35 km	( ) 70 km	
REGISTRATION FEES and Addition	·		efore April 16 April 1		6 - May 4	DID YOU KNOW? Your registration		
Names		Rider Number	Early Bird Adult (13+)	Early Bird Youth (<13)	Regular Adult (13+)	Regular Youth (<13)	fees help support cancer care and	
			\$ 50	\$ 20	\$ 60	\$ 20	CHEO! Thank you!	
							Thank you:	
							REGISTRATION FEES GRAND TOTAL	

### PRE-EVENT REGISTRATION: (mandatory)

Canadian War Museum 1 Vimy PI, Ottawa, Ontario K1A 0M8 Thursday, May 2 - Team Kit pickup ONLY Friday, May 3 Saturday, May 4

10 a.m. to 6 p.m.

- all monies collected
- bib pickup
- pledge prizes recieved (if applicable)

#### PLEASE CAREFULLY READ THIS WAIVER AGREEMENT. BY SIGNING THIS WAIVER AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS.

Everyone 18 years of age or over must sign this waiver agreement ("Agreement") to participate in the Event (as defined below). Those under 18 years of age must have this Agreement accepted by their parent or legal guardian.

#### **DEFINITIONS**

In this Agreement, the following terms have the following meanings: (a) "CHEO" means the Children's Hospital of Eastern Ontario; (b) "Event" means the "CN Cycle for CHEO" event and all related events and/or activities in connection therewith; (c) "Releasees" means collectively, the CHEO Foundation, CHEO, their respective parents, subsidiaries and related entities, any other individual(s) or entity(ies) involved in the development, production, implementation, administration or fulfillment of the Event, and each of their respective directors, officers, administrators, legal representatives, employees, volunteers, agents, successors and assigns; and (d) "Terrain" means any area, land or facilities used in connection with the Event.

#### ASSUMPTION OF RISKS

I am aware that my participation in the Event involves many risks, dangers and hazards, including, but not limited to: walking, running, biking, observing; changing weather conditions, exposed rock, earth, and other natural objects, trees, tree wells, tree stumps, forest dead fall; changes or variations in the Terrain, which may create blind spots or areas of reduced visibility, exposed holes in the Terrain; impact or collision with fences, vehicles, other participants, volunteers or observers, objects or equipment used in connection with the Event, impact or collision with other participants, spectators, course officials; the failure to participate safely or within my own ability or within designated areas; negligence of other participants or volunteers and negligence on the part of the Releasees. I am also aware that the risks, dangers and hazards are unmarked). I understand that the risks, dangers and hazards described above can lead to loss, harm, damage, injury, cost or expense, including, without limitation, property damage, personal injuries (including, but not limited to, sprains, strains, fractures and/or dislocations, lesions, abrasions, heart attack, head and brain injuries, permanent paralysis and other injuries) and/or death.

INFORMATION: 613 295-7776 • cncycle.ca • slarstone@cheofoundation.com



#### REPRESENTATIONS AND WARRANTIES

I hereby represent and warrant that:

(1) I will participate in the Event only with the maximum attention to safety and enjoyment of the Event, will act in a manner that protects the health and safety of myself and others, and will not act recklessly or cause any damage while participating in the Event; (2) I will maintain my behaviour in accordance with all applicable laws and generally accepted social practices in connection with my participation in the Event, and will abide by any Event safety policies, rules and/ or regulations that the Releasees may impose; and (3) I am in good health and have no physical condition that would prevent me from participating in the Event or present risk to me in doing so, and I will not participate in the Event if I am in any way under the influence of alcohol or any other substance which inhibits my ability to participate safely.

#### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

I hereby agree as follows:

(1) TO WAIVE ANY AND ALL CLAIMS WHATSOEVER THAT I (AND ANY OF MY HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) HAVE OR MAY IN THE FUTURE HAVE AGAINST THE RELEASEES, AND TO RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY LOSS, HARM, DAMAGE, COST, EXPENSE OR INJURY, INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH, THAT I MAY SUFFER, OR THAT MY NEXT OF KIN MAY SUFFER AS A RESULT OF MY PARTICIPATION IN THE EVENT, DUE TO ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, FORESEEABLE OR UNFORESEEABLE HUMAN ERROR, NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT (ONTARIO) ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE EVENT REFERRED TO ABOVE; AND (2) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY, CLAIM OR LOSS OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH TO ANY THIRD PARTY, RESULTING FROM MY PARTICIPATION IN THE EVENT.

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

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. If any provision of this Agreement is found to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not render the balance of this Agreement illegal, invalid or unenforceable.

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 Event, other than what is expressly set out in this Agreement. I acknowledge and agree that the Releasees have not made any warranties, guarantees or representations about the state or condition of the Event or Terrain, my safety while participating in the Event, or the results resulting therefrom. In consideration of the Releasees accepting my application to participate in this Event and permitting my use of the Terrain, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I confirm that

I have read, understood and agree to be legally bound by the terms of this Agreement, 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, successions.

	.0, 00000
sors and representatives may have against the Releasees.	
CICNATUDE	
SIGNATURE DATE DATE	

Thank you for supporting CN Cycle for CHEO! Funds raised benefit children, youth and families at CHEO who are living with cancer.

### **List of Donors**

To all donors: To preserve the integrity of this fundraiser, we encourage you to pledge friends and family members. If someone you do not know requests a donation – do not give cash. Please make your cheque payable to "CN Cycle - In Trust." Upon request, receipts will be issued for donations of \$20 or more (charitable registration #118852474RR0001).

Photocopy if more space is required to list donors.

Names	Address and Postal Code	Pledge	Paid	Receipt