

PARTICIPANT RELEASE AND WAIVER OF LIABILITY

and

ASSUMPTION OF RISK ACKNOWLEDGMENT

***** READ CAREFULLY BEFORE SIGNING *****

EVENT: 'CWF Bike for Wildlife' [date] ("the Event")

ORGANIZATION: The Canadian Wildlife Federation Inc. ("CWF")

PARTICIPANT'S NAME: _____

ADDRESS AND AGE _____

("the Participant")

In consideration of CWF permitting the Participant to participate, in any capacity whatsoever, in the Event (including without limitation as a cyclist, or even as an attendee or participant at an activity at or associated with the Event), the undersigned agrees to be bound by the following terms of this *Participant Release and Waiver of Liability / Assumption of Risk Acknowledgment* (collectively referred to for convenience as the "Release and Waiver"):

1. By signing this Release and Waiver, the undersigned Participant is expressly warranting and representing to the CWF each and every one of the following terms:

(i) The Participant understands and recognizes that participating in the Event has, at a minimum, potential inherent dangers and risks of personal injury and loss, whether caused or contributed to by other participants, or Event officials, the weather, the condition of roadway or trail, or otherwise; and that although neither the Event nor any of its individual activities appear to suggest that the Participant through the exercise of reasonable care and caution will be at any significant risk of sustaining physical injury, damages or loss, the Participant nevertheless knowingly, freely, and irrevocably assumes all such risk while participating at and in the Event, in any manner whatsoever, regardless of how, where or when such injury, damage or loss is sustained, and whether arising from the negligence of the CWF or otherwise. As such, the CWF shall not be liable nor held responsible in law by the Participant for any physical bodily injury (including loss of life or limb), damage, or other loss (including but not limited to economic loss) sustained by the Participant howsoever sustained or incurred, at any time during the Participant's participation in or at the Event and/or any of its individual activities, and including the Participant's travel time to and from the Event;

(ii) The Participant therefore hereby irrevocably releases and holds the CWF completely harmless in respect of any and all liability for and in respect of the Participant's physical injuries

and/or economic loss derived from the Participant's involvement, in any manner whatsoever, in the Event.

(iii) As such, this Release and Waiver, once signed by the Participant, constitutes a full answer and defence in favour of the CWF as regards any claim of any sort pursued by the Participant against the CWF for any physical injury, damage or loss sustained by the Participant while participating at or in the Event and/or any individual activity related thereto.

(iv) Moreover, the Participant further acknowledges and accepts that the CWF would not have organized and undertaken the Event if to do so included its express or implied assumption of any risk whatsoever as regards the physical injury, damage or loss sustained by anyone participating in the Event. The Participant therefore recognizes that it is a condition of his or her participation in the Event and/or any individual activity thereof, that he or she must sign this Release and Waiver, and that he or she is under no requirement or compulsion to participate in the Event, and he or she is therefore free to decline participation if this term is not acceptable to him or her.

(v) The terms, conditions, and forebearances inherent in this Release and Waiver, together with the benefit it confers upon the Canadian Wildlife Federation Inc., its officers, directors, employees, agents, staff, and affiliates, as well as its sponsors for the Event and other participating organizations, shall extend to and apply not only to the Participant, but also to his or her estate, personal representatives, and family members (whether or not they are also taking part in the Event or any of the individual activities thereof themselves).

(vi) Accordingly, the undersigned Participant, having read all of the terms of this Release and Waiver, and having no further questions or concerns regarding either the Event or this Release and Waiver which have not been adequately responded to by the CWF and/or the organizers of the Event, hereby irrevocably releases and holds harmless CWF from any and all liability sustained at, during, prior to, or following his or her participation in the Event.

2. The Participant shall, while participating in the Event, abide by all rules of the Event as posted, as well as all applicable federal, provincial, and municipal laws and regulations.

3. The Participant acknowledges that, regardless of actual causation, he or she is solely responsible for his or her safety while participating in the Event. Moreover, he or she acknowledges that sole responsibility for his or her personal property while participating in the Event, rests with him or her, and not with CWF.

4. The Participant acknowledges and attests that he or she is, to the best of his or her knowledge and belief, in reasonably good physical health so as to be sufficiently capable of participating in the Event in the manner and to the extent that he or she has chosen.

5. The Participant acknowledges that CWF, its staff and/or volunteers, reserve the unreviewable right to terminate the Participant's participation in the Event at any moment, for any reason, at the sole discretion of the CWF.

6. The Participant attests that he or she has attained the age of majority in his or her province or territory of residence.

7. The Participant understands that any gifts or donations he or she makes in support of the CWF while participating in the Event are non-refundable and non-transferable, and further understands and acknowledges that CWF may not be able to issue a income tax receipt for any such contribution.

8. The Participant hereby waives any rights of privacy that he or she may have in participating in the Event, and gives permission to the CWF and its affiliates in respect of the use of his or her name, image, photograph, voice, or likeness, in any broadcast, telecast, and/or advertising promotion.

9. The undersigned Participant has carefully read each and every one of the terms of this Release and Waiver and, by affixing his or her signature below, is demonstrating that he or she fully understand its contents, and that he or she is aware that this document constitutes an irrevocable release of liability, evidencing his or her binding, enforceable legal obligations. To that extent, the Participant understands that he or she may be relinquishing substantial rights, including the right to sue for monetary damages. He or she acknowledges that this Release and Waiver was executed freely and voluntarily, and is intended to be a complete and unconditional release of all liability to the fullest extent permitted by law.

10. The terms of this Release and Waiver shall be governed by and construed in accordance with the laws of the Province of Ontario.

Signed and sealed at _____, this ____ day of _____, 2013.
(City/Town and Province / Territory)

Participant's Signature: _____ (seal)

Name of Witness: _____
(please print)

Signature of Witness: _____