

## **Participation, Waiver and Indemnity Agreement**

To be completed by applicant – parent/ legal guardian, if rider is under 18 years of age.

\_\_\_\_\_, (the “Participant” and/or “Member”) wishes to become a member of the Wild Rose Motocross Association (“WRMA”), and wishes to enjoy all the privileges of membership in the WRMA including participation in WRMA sponsored events and use of WRMA facilities (such facilities specifically meaning and including Wild Rose Motocross Park as located in the City of Calgary (the “Park”)).

The Participant recognizes that motocross and related activities are inherently dangerous motorsports and acknowledges that WRMA must require the Participant, as a condition of the grant of membership, to agree to assume full responsibility for any loss or injury they suffer and to indemnify WRMA for any costs and/or damages incurred by WRMA occasioned while the Participant is at or while using the Park or participating in events at the facilities included within the Park whether or not such events are sponsored or controlled by WRMA. In particular, the Participant states and acknowledges that they are aware that off road motorcycle riding as such is or may be conducted in the Park involves many risks, dangers and hazards including, but not limited to: changing weather conditions; exposed rock, earth, ice and other natural objects; trees, tree wells, tree stumps and forest deadfall; the condition of mud, snow or ice on or beneath the surface; changes or variations in the terrain which may create blind spots or areas of reduced visibility; changes or variations in the surface or sub-surface, including changes due to man-made or artificial obstacles; variable and difficult conditions; cliffs; crevasses; equipment access roads, road banks or cut backs; collision with fences, maintenance and other track equipment, track grooming equipment, bulldozers, quad cycles or other vehicles, equipment or structures; collision with other participants or users of the Park or other persons; the failure to act safely or within one’s own ability or to stay within designated areas; negligence of other persons; loss of balance or control; and NEGLIGENCE ON THE PART OF THE PARK OPERATOR/WRMA. THE PARTICPANT UNDERSTANDS THAT NEGLEGENCE INCLUDES FAILURE ON THE PART OF THE WRMA OPERATOR TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT THEM FROM THE RISKS, DANGERS AND HAZARDS OF MOTOCROSS, OFFROAD MOTORCYCLE RIDING OR ANY OTHER ACTIVITY AS MAY BE REASONABLY CONDUCTED AT THE PARK. They are also aware that the risks, dangers and hazards referred to above exist throughout the Park. The Participant therefore confirms that they are AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MOTOCROSS AND OFF-ROAD MOTORCYCLING, AND FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS, AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:** In consideration of the WRMA accepting their application for a membership, and permitting their use of the race tracks, runs, trails, terrain parks, race courses and other facilities (hereinafter referred to as “the facilities”) at the Park, and providing the Participant meets all other qualifications of the WRMA Rules and Regulations, WRMA will accept the Participant as a Member upon the Participant agreeing that:

1. The Participant shall and does hereby waive, release and indemnify the WRMA from any and all claims whatsoever they or any of their representatives may have due to any loss or injury they may suffer in any way relating to their participation in WRMA activities or their use or presence at the Park or at WRMA sponsored or non-WRMA sponsored events, and TO WAIVE ANY AND ALL CLAIMS that they have or may have in the future against the WRMA AND TO RELEASE THE WRMA from any and all liability for any loss, damage, expense or injury including death that they may suffer, or that their next to kin may suffer, resulting from either their use of or their presence on the Park, the facilities or travel beyond the Park boundary, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIERS’ LIABILITY LEGISLATION ON THE PART OF THE WRMA OR OWNER OF THE PROPERTY FORMING THE PARK. THE PARTICPANT UNDERSTANDS AND ACKNOWLEDGES THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE WRMA TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT THEM FROM THE RISKS, DANGERS AND INCLUDES BUT IS NOT LIMITED TO THE HAZARDS REFERRED TO ABOVE;

2. The Participant agrees that, in consideration for accepting them as a Member and permitting them access to WRMA facilities, they shall reimburse and indemnify WRMA for any and all costs, damages or expenses incurred or suffered by WRMA as a result of any claims for loss or injury, howsoever caused, that the Participant or their representatives may have or bring against the WRMA resulting from the Participant’s use of WRMA’s facilities or

participation in WRMA sponsored or non-sponsored activities. Moreover, the Participant hereby waives their right to make such claims and agrees they will not make any claims against the WRMA regardless of whether such loss or injury is wholly or partly caused by the negligence or gross negligence of WRMA;

3. The Participant will obey and abide by any and all rules and regulations of the WRMA at any and all times and, in the event of the commission of a violation of those rules by the Participant or any person for whom they are responsible, the Participant will accept and abide by the determination of the WRMA relative thereto and acknowledges that no right of appeal or secondary actions exists in relation to that determination.

4. The Participant further acknowledges that the authority of WRMA to control member conduct within its facilities is administered through the Rules Infraction Committee (RIC) and that the RIC has the right to warn, dismiss or direct the removal of anyone from the Park at any time, or take any steps it deems appropriate or necessary where such individual's behavior is deemed to be in contravention of the rules of the Park or otherwise appear to be contrary to the spirit and intention of WRMA's operating policies and rules for conduct of members, guests or other individuals and groups in attendance at the Park for any reason. The following may result in immediate dismissal from the Park or suspension from use of the Park:

- Verbal or physical abuse or acts of intimidation directed toward WRMA staff, officials, other riders and or patrons at the Park will not be tolerated.
- Behaving or riding in a manner that may endanger patrons, staff or other members/riders.
- Failure to follow orders or direction from WRMA officials or staff.
- Failure to stop at the entrance gate of the Park, pay appropriate fees or completely follow sign in procedures.
- Behavior that damages or destroys property at the Park and/or puts other members/patrons at risk.
- Failure to comply with any and all posted rules and regulations of the Park as may be instituted from time to time by the Board of Directors of WRMA.

5. By reason of participation in WRMA and any events or activities it may provide, the Participant waives any rights they may otherwise have to be a party to or take any action in court seeking legal or equitable relief against any decision, lack of decision or action of any kind by WRMA officials or anyone acting on their behalf. The Participant acknowledges that access to the Park for any reason and participation in an event by other participants is, in part, on reliance on this waiver. If a Participant initiates or participates in litigation in violation of this rule, all participant privileges may thereupon be suspended and subject to disciplinary action deemed warranted by the WRMA;

6. In entering into this Agreement, the Participant confirms that they are not relying upon any oral or written representations or statements made by the WRMA with respect to the safety of motocross or off-road motorcycle recreation other than as is set forth in this Agreement;

7. If the Participant is a minor, the Parent or Legal Guardian of the Participant shall execute this agreement on their behalf and by doing so agrees to assume full responsibility for any loss or injury suffered by the Participant while using the Park, WRMA facilities or participation in WRMA sponsored or non-sponsored activities, and agrees to be bound by all the terms of this Agreement in the place and stead of the Participant;

8. The Participant shall ensure that friends, associates, or other individuals who they may bring into WRMA facilities or events shall obey all of the rules and regulations of WRMA and the Participant agrees to be responsible for the actions of such individuals, and shall indemnify WRMA for any losses suffered by WRMA as a result of actions or things done by such friends, associates, or other individuals who they bring to WRMA facilities; and

9. The term "WRMA" includes all members, officers, directors, employees, volunteers and representatives of the Wild Rose Motocross Association and, by extension, all similar representatives of the City of Calgary, the City of Calgary municipal corporation, and the City of Calgary Corporate Properties and Buildings Unit.