



GUEST MEMBERSHIP WAIVER, RELEASE & INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to participate in any way in the activities of the Haliburton Real Easy Ryders, I for myself, my personal representatives, assigns, heirs, and next of kin:

- 1) ACKNOWLEDGE, agree and represent that I understand the nature of Bicycling activities and that I am qualified, in good health, and proper physical condition to participate in such activity. I further acknowledge that the activity is conducted over public roads and facilities open to the public during the activity and upon which the hazards of travelling are to be expected. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.
- 2) FULLY UNDERSTAND that bicycling activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death. These risks and dangers may be caused by my own actions or inactions, the actions or inactions of other participants in the activity, the conditions in which the activity takes place, or the negligence of the releasees named below.
- 3) UNDERSTAND that all applicable rules for participation in the activity and the club's Risk Management Policy must be followed and that sole responsibility for my personal safety, physical and emotional preparation, and fitness to participate remains with me.
- 4) UNDERSTAND that during normal activities & events of the club, photographs/videos may be taken in which I might appear and agree that these photos/videos may be included in any club promotional material, website, and private Facebook group postings.
- 5) HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE the club, its administrators, directors, agents & employees, other participants, sponsors, advertisers, and if applicable, owners and lessors of premises on which the activity takes place (each considered one of the releasees herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, assumption of risk & indemnity agreement, I, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss, liability, damage, or costs which may incur as the result of any such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of the agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

By signing this waiver I am stating that I have also read and agree to abide by the Haliburton Real Easy Ryders Risk Management Policies (attached below).

Name: _____

Signature: _____ Date: _____

Sponsored by (member): _____



RISK MANAGEMENT POLICIES

Definitions

“HRER” is the Haliburton Real Easy Ryders;

“Member” means a member in good standing of the HRER;

“Guest” means an individual who is not a Member of the HRER;

“Riders” includes Members and Guests taking part in HRER’s rides;

“Director” means a Director of the HRER Board of Directors;

“Ride Captain” refers to the person(s) designated by HRER to lead that ride;

Introduction

The Haliburton Real Easy Ryders is a volunteer, not-for-profit organization that focuses on recreational group cycling and promotes social interaction among its members.

HRER endeavours to make all rides as safe as possible. To help achieve this, HRER has developed these Risk Management Policies which define its positions related to safety.

Safe Riding Policies

1. HRER requires that all individuals taking part in its rides be Members or Guests who have read this Risk Management Policies document and signed the required HRER waiver. Directors in attendance at each ride will make an effort to ensure this policy is enforced.
2. HRER places a high priority on rider safety. All Riders are required to comply with the conditions outlined in these Risk Management Policies. This document shall be distributed annually with the membership application form and any Guests shall be referred to its link on the HRER website. Any Rider who does not comply with any of the Risk Management Policies shall not ride and may be asked to relinquish his or her membership. This policy shall be monitored and implemented by any Director.

3. Directors in attendance on rides will make an effort to monitor all aspects of the policy. Each Ride Captain and all Directors in attendance on a ride are encouraged to carry a cell phone. Whenever possible, all Riders should carry a cell phone on each ride in case of emergency.
4. Each Rider must wear a properly fitting and approved cycling helmet whenever cycling on an HRER ride. The Ride Captain(s) and/or a Director will not allow any Rider to participate without the required helmet.
5. All Riders must obey the Highway Traffic Act and agree to cycle in a safe, responsible and courteous manner at all times. All bicycles must be fitted with a bell or horn. It is strongly recommended that all bicycles have a mirror, reflective tape and/or flashing lights.
6. Due to the risk associated with the use of electronic devices (including cell phones, MP3 players, iPods etc.) while cycling, the use of such electronic devices as well as earphones or ear buds, is prohibited when cycling on an HRER ride. Riders are to be 'hands free' when cycling. This prohibition is not intended to prevent the use of "hands free" electronic devices intended to record data regarding the ride.
7. Each Rider is responsible for ensuring that his/her bicycle is in proper and safe working order.
8. Riders are encouraged to use the "buddy system" on all rides. Riders are to inform their buddy (or a Rider in the group) if they are leaving the ride for any reason.
9. Riders shall remove themselves from a ride if they know or sense that continued participation may be a risk to themselves or others.
10. Ride Captains and/or Directors are encouraged to share safe cycling practices with other members before and during a ride.
11. All Riders should carry personal identification and emergency contact information (Blue Card) on all rides.
12. Prior to each ride, Ride Captains and/or a Director will inform Riders of the suggested route(s) and plans for the ride. On the Spring and Fall "out of town" trips, maps and written directions will be provided and reviewed prior to each ride.
13. Each Rider is to assume full responsibility for his/her personal safety on all rides.
14. Accidents involving injury or damage must be reported immediately to any Ride Captain or Director who is in attendance on the ride and, if necessary, to the police. The approved HRER Sport Injury Report Form shall be completed by that Ride Captain or Director and submitted as soon as possible to the President (or his designate) of the HRER, for review and submission to the Safety & Risk Coordinator for file management. Directors will carry Sports Injury Report Forms with them to all rides and are encouraged to take pictures of all incidents involving personal injury or property damage.
15. Prior to each ride, Ride Captains and/or a Director will inform members of any recommendations, restrictions or other information regarding Covid 19 riding protocols (which may change from time to time based on government and public health orders). Any Rider who does not comply with any of the Covid related riding protocols shall not ride and may be asked to relinquish his or her membership.