



GUEST WAIVER, RELEASE & INDEMNITY AGREEMENT

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

- 1) **ACKNOWLEDGE**, agree and represent that I understand the nature and risks of cycling activities and that
 - a) I believe that I am capable of participating safely in the Club cycling activities.
 - b) I believe that my health and physical condition are appropriate for me to participate in the Club cycling activities.
 - c) I further acknowledge that the cycling activities of the Club are conducted on public roads and facilities that may expose me to road and other potential hazards.
 - d) I further agree and warrant that if at any time I believe conditions related to any activity to be unsafe, I will immediately discontinue further participation in the activity.
- 2) **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 locations and conditions in which the activity takes place, or the negligence of the releasees named in paragraph 5 below.
- 3) **UNDERSTAND** that I must follow all applicable rules for participation in the activity and the Club’s Risk Management Policy (attached) and that the sole responsibility for my personal safety, physical and emotional preparation, and fitness to participate remains with me.
- 4) **UNDERSTAND** that during normal activities and events of the Club, photographs, videos and other recordings may be taken or made, in which I might appear and agree that these photographs, videos and recordings may be included in any Club promotional material, website, and social media postings without any compensation to me.
- 5) **HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE** the Club, its administrators, directors, agents and employees, other participants, sponsors, advertisers, and if applicable, owners and lessees of premises on which an 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.

I have read this agreement and attachment and I fully understand its terms. I also understand that I have given up substantial rights by signing this Agreement and I have signed it freely and without any inducement or assurance of any nature. I acknowledge that I have been given an opportunity to obtain independent legal advice before signing this Agreement. I intend this Agreement 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.

Name: _____

Signature: _____

Date: _____



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. Gloves and eyewear are also recommended but not mandatory.
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. A bicycle repair/tool kit is strongly recommended.
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. If the ride captain feels that Rider will not be able to return to the starting point alone then a volunteer should accompany them.
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 (Yellow 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. Members are encouraged to use the club's Ride with GPS account for route navigation or refer to the PDF maps found on the website.
13. Each Rider is to assume full responsibility for his/her personal safety on all rides. Riders are also responsible for their own liquids and food required for the physical exertion of the ride. Riders are also responsible for ensuring that they are physically fit for the rides they participate in.
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. The club endeavours to provide scheduled rides for all skill levels. The club assumes that individual Riders will take responsibility for matching their own skill level to the appropriate riding group on any given riding day.
16. COVID-19 and other Respiratory Illnesses: Ontario continues to experience illness associated with COVID-19, influenza and Respiratory Syncytial Virus. Many of our Riders are potentially at risk for severe outcomes and we need to help keep ourselves and others healthy. Protection is provided by: keeping up to date with COVID and flu vaccines, wearing a mask in high risk settings, staying at home if you are ill, and good hand hygiene. For detailed information and updates regularly review <https://www.ontario.ca/page/public-health-measures-and-advice>.