



**South Okanagan E-Bike
Safaris Inc.**



Release Of Liability, Waiver Of Claims, Assumption Of Risks And Indemnity Agreement

IMPORTANT!!! SCROLL DOWN TO READ THIS DOCUMENT IN FULL

Each individual rider is required to read and sign this waiver and release of liability Agreement before boarding their safari. You are encouraged to have this form completed in advance and bring with you to save time on the day of the safari. Forms will also be on hand the day of your safari in case you forget. However, this process can take up to 15 minutes, so if you have it ready in advance you get more time for having fun!

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (HEREINAFTER REFERRED TO AS THE "RELEASE AGREEMENT")

Note: BY COMPLETING THIS AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

Initial
Here

I have been offered a copy of this Waiver and Release Agreement and I have been advised to read it carefully IN FULL.

E-BIKER'S RESPONSIBILITY CODE

KNOW THE CODE – BE SAFETY CONSCIOUS. IT IS YOUR RESPONSIBILITY.

1. Stay in control at all times. It is your responsibility to avoid other persons, objects and traffic around you.
2. When riding in urban areas, you must stay as far right as possible, on the designated side of the road and avoid traffic.
3. You must allow the safari guide to lead the group at all times. Do not go ahead of the safari guide.
4. You must try to stay hydrated and fueled and let the safari guide know if you are not feeling well.
5. Know when to disembark your bike if the trail is dangerously exposed or technical. It is OK to walk. Ride conservatively and defensively.
6. If you are involved in or witness a collision or accident, please assist and follow the safari guide's instructions.
7. Stay on marked trails at all times. Do not take shortcuts or cut switchbacks.
8. Stay off your bike if your ability is impaired through the use of drugs or alcohol.
9. The bicycle shall be locked to a secure fixture when unattended and all equipment issued to you is your responsibility for the duration of your safari. Failure to return our equipment in its original condition may result in additional charges to your credit card, up to and including full replacement cost.

E-BIKER'S CHECKLIST

Trails ridden with South Okanagan E-Bike Safaris can be rough and demanding on both the bike and body. Before riding, always inspect your equipment thoroughly and ask your safari guide for assistance if needed.

1. Ensure that your E-Bike and helmet are in good condition and properly fitted. Follow your safari guide's instructions regarding fitting your helmet and other safety equipment.
2. Inspect the E-Bike frame and forks for cracks, damaged or dented areas. If in any doubt, do not ride your E-Bike until your safari guide has assessed your E-Bike and confirmed you can do so.
3. Ensure your E-Bike has effective braking and travel left on brake handles. Only two fingers are required to brake.

Follow your safari guide's instructions to confirm axles and skewers are tight; headset and stem are secure; your handlebars, grips, seat and seatpost are tight; and your tires have no tears or cuts in the sidewalls and retain sufficient pressure. If in any doubt, do not ride your E-Bike until your safari guide has confirmed you can do so.

TO: South Okanagan E-Bike Safaris Inc., and its directors, officers, employees, agents, independent contractors, subcontractors, guides, representatives, successors, assigns, volunteers, sponsors, promoters, and advertisers (all of whom are hereafter collectively referred to as "THE RELEASEES").

DEFINITIONS

In this Release Agreement, the terms "E-Biking", "E-Bike Safaris" and "the Safari" shall refer to and include all activities, events, services, or use of facilities provided, arranged, organized or conducted by the Releasees, including, but not limited to the following: E-Biking, E-Bike Safaris, transfers by motor vehicle, use of roads and trails, and other such activities, events and services in any way connected with or related to those activities.



**South Okanagan E-Bike
Safaris Inc.**



ASSUMPTION OF RISKS

I FULLY UNDERSTAND that injuries are common and expected part of E-Biking with South Okanagan E-Bike Safaris Inc. Safaris can take place on steep and rugged terrain and include features that are both technically and physically challenging which will expose the rider to many dangers, hazards and risks. The risks associated with E-Biking and E-Biking Safaris include, by way of example (and not limited to) the following: the use of roads/highways, bike trails, including travel to and from safari routes; collisions with other cyclists, pedestrians, vehicles, fixed or moving objects; falls; loss of balance, high speed descents, rapid or uncontrolled acceleration on hills and inclines, difficulty or inability to control one's speed and direction, executing strenuous and demanding physical techniques in cycling and/or exerting and stretching various muscle groups, becoming lost or separated from the safari guide or other participants; equipment failures and malfunctions; failure to negotiate obstacles and hazards, both marked and unmarked, including roots, logs, ruts, holes, potholes, rocks, stones, sand, gravel, mud, water, cliffs, oil and/or other objects on the ground or in the road or trail, variations or steepness in terrain; slippery terrain, constructed features such as bridges, ramps, ladders, bumps, berms, jumps and drops; mounting, dismounting or falling off a bicycle; falling, tumbling or hitting any ground, surface, concrete, road, track or other surfaces; varying visibility; physical contact with other participants; allergic reactions to food or beverages consumed while on safari; alcohol consumption; fatigue; exhaustion; dehydration; heatstroke; hypothermia; high elevation; failure to stay within the designated trail route; changing weather conditions which may result in dehydration, heatstroke, sunstroke or hypothermia; encounters with wild or other animals; risks associated with coming into contact with poison ivy/oak or other dangerous flora; risks associated with impure water and/or food; civil unrest, terrorism, criminal activity; stolen, lost, damaged or misplaced luggage or property. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in property damage, illness injury, or death.

I ACKNOWLEDGE that (a) I am participating voluntarily in the E-Bike Safari and the activities, events and programs associated with the E-Bike Safari; (b) the rules of participation and E-Bikers Responsibility Code must be followed and that the sole responsibility for my safety remains with me, including physical and emotional preparation and fitness; (c) E-Biking is an inherently dangerous sport in which I participate at my own risk; (d) the E-Biking Safaris involve risks and dangers of property damage, illness, serious bodily injury, including permanent disability, paralysis, and death, (e) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the trip, the NEGLIGENCE ON THE PART OF SOUTH OKANAGAN E-BIKE SAFARIS INC., OR THEIR STAFF INCLUDING THE FAILURE ON THE PART OF SOUTH OKANAGAN E-BIKE SAFARIS INC. OR THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE E-BIKING SAFARIS, or the conditions in which the Safari takes place. I am aware that South Okanagan E-Bike Safaris Inc.'s E-Biking Safaris may take place in regions where medical facilities, supplies and services may not be easily accessible or adequate and where safety and other standards, facilities, and infrastructure are basic and/or inferior.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE E-BIKING SAFARIS AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THERE FROM.

SAFETY AND MISCELLANEOUS MATTERS:

1. I acknowledge that it is Provincially mandated in British Columbia that a helmet must be worn at all times whilst E-Biking. I agree and acknowledge that it is my responsibility to ensure that my equipment is in good and safe working order. I agree to follow all other written and verbal safari safety rules presented to me by South Okanagan E-Bike Safaris Inc. or their staff.
2. I acknowledge that South Okanagan E-Bike Safaris Inc. reserves the right to make route and safari modifications as necessary or advisable to improve the safari quality and/or to accommodate the comfort and well-being of guests.
3. I acknowledge that South Okanagan E-Bike Safaris Inc. reserves the right to decline accepting or retaining any safari participant whose health or actions in South Okanagan E-Bike Safaris Inc.'s sole judgment impedes the operation of a safari or the welfare or enjoyment of fellow guests.
4. I understand the nature of E-Biking Safaris and represent that I am qualified to participate in such activity. I further acknowledge and accept that it is my responsibility to consult with my own personal physician about my physical health, fitness, and ability to participate in E-Biking Safaris and will do so before participating in the Safari.
5. I acknowledge that I am sufficiently trained to ride a bicycle and that I agree to obey all applicable legislation pertaining to this activity, including but not limited to the *British Columbia Motor Vehicle Act*.
6. I acknowledge that I have been advised to obtain medical and safari cancellation insurance.
7. I hereby unconditionally and irrevocably consent, authorize and grant South Okanagan E-Bike Safaris Inc. all necessary authority, right, license and permission to use photographs, audio or video recordings, or other forms of



South Okanagan E-Bike Safaris Inc.



recordings that capture one or more of my image, likeness, or voice (or all of these) which are associated with my Safari, (collectively hereinafter referred to as “Images”), in which I may be included in whole or in part, in any manner or media, including print, broadcast, internet media, direct marketing channels, downloadable content and applications, and all other technologies now known or hereafter developed. The Images may be used or exploited for any commercial or non-commercial purpose whatsoever, and may be altered, modified, changed, combined or incorporated into other works. I hereby relinquish any rights I may have in the Images (including privacy, personality and publicity rights). No fees or other compensation whatsoever will be provided to me for, or in connection with, the use of the Images. I hereby release South Okanagan E-Bike Safaris Inc., their respective licensees, assigns, representatives and agents from all and any claims which I may now or in the future have relating to the ownership, reproductions, display, distribution or other use of the Images.

ALCOHOL AND DRUGS – ALCOHOL AND ILLEGAL SUBSTANCES

I acknowledge that the consumption of alcohol includes inherent risks and is subject to legislative restrictions, including but not limited to, the British Columbia *Motor Vehicle Act* and *Liquor Control and Licensing Act*, and the Federal *Controlled Drugs and Substances Act* and *Criminal Code*. I understand that, while e-bikes may not share all of the characteristics of a vehicle in relation to such relevant legislation, the risks when operating an e-bike while under the influence of alcohol and other substances are similar to those associated with operating a motor vehicle under such circumstances and may be subject to criminal charges or other sanctions. I therefore acknowledge and agree that, at no time directly before or during a Safari, will I consume alcohol or any other substance that would render me unable to safely operate an e-bike. I further acknowledge and agree that I am solely responsible to discontinue my participation and notify my Safari guide if at any point I become unable to safely operate an e-bike due to my consumption of said substances. I therefore INDEMNIFY AND SAVE HARMLESS THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY DAMAGE TO PROPERTY OR PERSONAL INJURY TO ANY THIRD PARTY, OF EVERY KIND AND HOWSOEVER ARISING, RESULTING FROM MY PRESENCE ON THE SAFARI, AT THE FACILITIES AND/OR ENGAGEMENT IN THE SAFARI WHILE, DURING OR AFTER CONSUMPTION OF SUCH SUBSTANCES, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY THE RELEASEES OR OTHER THIRD PERSONS OR PARTIES. I ASSUME AND ACCEPT ALL SUCH RISKS, DANGERS, AND HAZARDS, AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS RESULTING THEREFROM.

I acknowledge that the use and/or consumption of drugs not prescribed to me by a qualified physician, or in contravention of the prescribing instructions accompanying such prescribed drugs, IS STRICTLY PROHIBITED ON OR WHILE ENGAGING IN THE SAFARI. If I use, consume, or am under the influence of such drugs prior to, or whilst engaging in the Safari, or whilst at any facilities included in the Safari, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY THE RELEASEES OR OTHER THIRD PERSONS OR PARTIES, I ASSUME AND ACCEPT ALL SUCH RISKS, DANGERS, AND HAZARDS, AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS RESULTING THEREFROM AND WILL INDEMNIFY AND SAVE HARMLESS THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY DAMAGE TO PROPERTY OR PERSONAL INJURY TO ANY THIRD PARTY, OF EVERY KIND AND HOWSOEVER ARISING, RESULTING FROM MY PRESENCE ON SAFARI OR AT THE FACILITIES AND/OR ENGAGEMENT IN THE SAFARI WHILE, DURING, OR AFTER CONSUMPTION OF DRUGS.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of my participation in the South Okanagan E-Bike Safaris Inc.’s E-Biking Safaris and my use of services, equipment and facilities with South Okanagan E-Bike Safaris Inc. and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in the E-Biking Safaris, 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 THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF E-BIKING AND PARTICIPATION IN SAFARIS REFERRED TO ABOVE.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, loss or personal injury to any third party, resulting from my participation in the E-Biking Safaris.
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, successors, assigns and representatives, in the event of my death or incapacity.



South Okanagan E-Bike Safaris Inc.



4. This Release Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction.
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees about the E-Biking Safaris other than what is set forth in this Agreement. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I acknowledge that I have read, understood and agree with the terms this Agreement, and that I have executed this Agreement voluntarily.

_____ **Date:**

SIGNATURE

Full name:

Date of birth:

Home Street Address:

City:

Country:

Postal Code:

Safari Name:

Safari Date:

WITNESS;

_____ **Date:**

SIGNATURE

Full name:

Date of birth:

Home Street Address:

City:

Country:

Postal Code:

Please Note - Using a fake name or intentionally falsifying information is considered fraud and could also lead to perjury. Government issued photo Identification must be brought with you to your safari.