

Heart&Stroke Big Bike (the "Event")

The Heart and Stroke Foundation of Canada and its affiliates (collectively, "HSF") **REQUIRES ALL PARTICIPANTS TO AGREE TO AND ABIDE BY THE TERMS AND CONDITIONS** set forth in this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (the "Waiver and Release Agreement").

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT between you (the "Participant", "I", "You", or "My") and the Heart and Stroke Foundation of Canada and its affiliates (collectively, "HSF").

In exchange for participation in the Event, I, the Participant, my personal representatives, assigns, heirs and next of kin:

- 1. ACKNOWLEDGE, AGREE AND REPRESENT** that I am **GIVING UP IMPORTANT LEGAL RIGHTS** by accepting the terms and conditions of this Waiver and Release Agreement and that I **UNDERSTAND** the nature of the Event and risks associated with participation in or attendance at the Event, including the **risk of injury**, whether serious or not, **and possibly death**;
- 2. WARRANT** that (i) I am in good health and proper physical fitness to enable participation in the Event, including any ancillary activities associated with the Event; and (ii) if, at anytime, I believe that any conditions or equipment used during the event is unsafe, or that I am incapable of continuing, or if I am requested by any representative of the Released Parties (named below) or by any medical personnel to discontinue participation, I will immediately discontinue further participation in the Event or activity;
- 3. HEREBY ACCEPT ALL RISKS AND ASSUME ALL RESPONSIBILITY**, FOR ANY LOSSES, COSTS, AND/OR DAMAGES FOR ANY INJURY SUFFERED BY ME OR TO MY PROPERTY BY ANY MEANS AND HOWSOEVER CAUSED EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASED PARTIES NAMED BELOW, WHILE PARTICIPATING IN THE EVENT OR ACTIVITIES ASSOCIATED WITH THE EVENT, WHETHER AS A PARTICIPANT, SPECTATOR, COMPETITOR OR OTHERWISE;
- 4. ACKNOWLEDGE and AGREE** that My safety and the safety of any minor under My care **REMAINS MY SOLE RESPONSIBILITY** and **WARRANT that I WILL NOT LEAVE A MINOR UNDER THE MY CARE UNATTENDED AT ANYTIME**;
- 5. ACKNOWLEDGE, AGREE and WARRANT** that I, or any minor under My care, will use appropriate and proper safety equipment during the event and only use equipment that is mechanically fit for its intended purpose and within approved Canadian Government standards;
- 6. HEREBY RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE** HSF, any municipality, sponsoring organization, or suppliers or HSF's and their respective administration, directors, agents, officers, officials volunteer, and employees, OR other participants in, any sponsors or advertisers of, or, if applicable, any owners or lessors of premises on which the Event or any of the activities related to the Event takes place, (each considered one of the "RELEASED PARTIES" in this Agreement) **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY ACCOUNT IN RELATION TO MY ATTENDANCE AT THE EVENT WHETHER AS A PARTICIPANT, SPECTATOR, COMPETITOR OR OTHERWISE AND WHETHER PRIOR TO, DURING OR SUBSEQUENT TO THE EVENT, WHICH IS CAUSED OR ALLEGED TO BE CAUSED IN ANYWAY IN WHOLE OR IN PART, BY THE RELEASED PARTIES, INCLUDING ANY NEGLIGENCE ON THE PART OF THE RELEASED PARTIES OR OTHERWISE**;
- 7. ACKNOWLEDGE and AGREE** that the acceptance by HSF of sponsorship for an event does not constitute an endorsement or recommendation by HSF of any commercial products, processes or services offered by the sponsoring organization. For greater clarity, the acceptance by HSF of financial support, and the corresponding acknowledgement of such support through the display of third party logos

on any HSF Web Site or in any HSF print materials, does not constitute an endorsement of, nor can it be construed as, an endorsement or recommendation of any commercial products, processes or services offered by such sponsoring organization. To the extent any HSF Web Site provides links to external websites, whether they are those of a sponsoring organization or otherwise, the use by You of such external links is subject to HSF's Website Use Agreement found at <http://www.heartandstroke.com/site/c.iklQLcMWJtE/b.2796497/k.BF8B/Home.htm>.

8. FURTHER AGREE that if, despite this WAIVER AND RELEASE AGREEMENT, I, or anyone on My behalf, make a claim against any of the Released Parties, WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from any litigation expenses, attorney fees, loss, liability, damage or cost which any of the Released Parties may incur as a result of such claim;

9. ACKNOWLEDGE THAT I HAVE BEEN INFORMED OF MY RIGHT TO OBTAIN INDEPENDENT LEGAL ADVICE as I am GIVING UP IMPORTANT LEGAL RIGHTS as a result of accepting the terms and conditions of this Waiver and Release Agreement in exchange for participation in the Event. I FURTHER ACKNOWLEDGE that by clicking 'I Agree' **I have either obtained that legal advice or have WAIVED the right to obtain such legal advice and proceed fully understanding that I am giving up the legal right to sue, even in the event of negligence on the part of the Released Parties**, and any rights My heirs, assigns or beneficiaries may have to sue the Released Parties resulting from My death;

10. ACKNOWLEDGE THAT I HAVE READ THIS WAIVER AND RELEASE AGREEMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ACCEPTING THE TERMS OF THIS WAIVER AND RELEASE AGREEMENT, ACCEPTING IT FREELY AND WITHOUT ANY INFLUENCE, 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 THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT;

11. CONSENT, to the use of the My name or voice, or that of any minor under My care, and of My image or likeness in a photograph, or other digital reproduction, or that of any minor under My care, in any media, without compensation, in any and all of its publications, including websites, without payment or any other consideration. I further CONSENT to HSF sharing this image with third parties for use in any and all of their publications, including website entries, without payment or other consideration.

PRIVACY STATEMENT

We are committed to protecting the privacy of your personal information. We may maintain a record of your interaction for donor-related promotion and tax receipting purposes, where required. Occasionally, we may contact you and your donors with mission-related or program-related communications. If you wish no further contact or have any questions or concerns regarding the privacy of your personal information, please contact the Chief Privacy Officer, at 1-888-HSF-INFO or through www.heartandstroke.ca/privacy.