

ENJOY LIFE... RIDE A BIKE BECOME A MEMBER



GORBA.CA

WHY GORBA?

The Guelph Off-Road Bicycling Association, GORBA is the largest cycling group in Guelph who maintains the trail network at Guelph Lake Conservation Area. Over 20k of trails are designed for off-road bicycling to suit all levels of riders.

To learn more about GORBA, volunteer opportunities or to become a bike patrol member please visit GORBA.ca

WHY JOIN?

Your membership includes:

- + Discounts at participating bike shops
- + Groups rides, basic to intermediate, ladies only and youth rides.
- + Networking opportunities
- + Destination rides

Your membership dollars provide:

- + On-going trail development and maintenance
- + Funding for clinics
- + Club insurance

GORBA MEMBERSHIP APPLICATION

***ONE APPLICATION/WAIVER PER PERSON**

FIRST

LAST

ADDRESS

CITY

PROVINCE

POSTAL CODE

PHONE

EMAIL

EXISTING MEMBER: YES NO

OVER 18: YES NO

PAYMENT

- \$30.00 first person \$20.00 additional family members
 CASH CHEQUE E-TRANSFER

APPLICATIONS MUST BE SIGNED AND MAILED TO:
GORBA

374 IMPERIAL ROAD GUELPH, ONTARIO N1K 1L4

Make cheques payable to: Guelph Off Road Bicycling Association

Send e-transfer payments to: membership@gorba.ca

**THE WAIVER FORM MUST BE COMPLETE
FOR YOUR APPLICATION TO BE ACCEPTED**

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
 (hereinafter referred to as the "Release Agreement")
BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT PLEASE READ CAREFULLY!

SIGNATURE OF PARTICIPANT

Name		Last		First		Middle Initial	
Address		Street		City		Postal Code	
		Province					

TO: The Guelph Off-Road Bicycling Association Inc. ("GORBA"), and its directors, officers, employees, instructors, guides, agents, representatives, contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred to as "the Releasees")

DEFINITION

In this Release Agreement: the term **"Mountain Biking"** shall include all activities, services and use of facilities either provided by or arranged by the Releasees, including, but not limited to: orientation and instruction sessions; recreational activities undertaken during the event, tour; travel by mountain bike; all travel either within or beyond the designated boundaries, including in the backcountry and on logging roads and trails.

ASSUMPTION OF RISKS

I am aware that Mountain Biking involves many inherent risks, dangers and hazards, including but not limited to: exposed rock, earth, ice or other natural objects; trees, tree wells, tree stumps, forest deadfall; holes and depressions on or beneath the trail or surface; variable and difficult weather conditions; changes or variations in the terrain which may create blind spots or areas of reduced visibility; streams and creeks; cliffs; crevasses; travel on back-country roads; snowcat roads, road-banks and cut-banks; impact or collision with other mountain bikes and vehicles, becoming lost or separated from the guides or other participants; mechanical failure of mountain bikes and related equipment; extreme and rapidly changing weather conditions; encounter with wildlife including bears; avalanches; the failure to operate a mountain bike safely or within one's own ability; negligence of other mountain bikers and other persons; AND NEGLIGENCE ON THE PART OF THE RELEASEES INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE. Communication in the alpine terrain may be difficult, and in the event of an accident, rescue, medical treatment and evacuation may not be available or may be delayed. Alpine weather conditions may be extreme and can change rapidly and without warning. I understand and agree that inclusion on the GORBA e-mail list will allow all GORBA members to communicate with me by e-mail. I also agree to allow GORBA to use, without compensation, any picture of me that may be taken during any GORBA event.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MOUNTAIN BIKING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in mountain biking and permitting my use of their services, equipment and other facilities, 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 mountain biking, 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 PARTICIPATING IN MOUNTAIN BIKING REFERRED TO ABOVE;**
 - 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in mountain biking;**
 - 3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;**
 - 4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province where the mountain biking takes place and no other jurisdiction; and**
 - 5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the mountain biking takes place and shall be within the exclusive jurisdiction of the Courts of that province.**
- I understand and agree that inclusion on the GORBA e-mail list will allow all GORBA members to communicate with me by e-mail. I also agree to allow GORBA to use, without compensation, any picture of me that may be taken during any GORBA event.
- In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in mountain biking, other than what is set forth in this Release Agreement.
- 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signed this ___ day of _____, 20__.

Witness Signature
Please print name clearly

Signature of Participant
Please print name clearly
Signature of Guardian if Participant is under age of majority