

CANADIAN CYCLING ASSOCIATION & ONTARIO CYCLING ASSOCIATION & ITS MEMBER CLUBS – ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK

(FOR THOSE UNDER THE AGE OF MAJORITY i.e. under 18 in Alberta, Manitoba, Ontario, P.E.I., Quebec, Saskatchewan and under 19 in other Provinces and Territories)

WARNING!

By signing this document you will waive certain legal rights, including the right to sue in circumstances outlined in this Document . Please read carefully.

Document

This is a binding legal document; therefore you should clarify any questions or concerns **before** signing. As a participant in the sport of cycling and/or the events, programs, races and activities (“**Activities**”) organized, operated conducted and/or sanctioned by the Canadian Cycling Association (operating as Cycling Canada) and Ontario Cycling Association (“**OCA**”) and its member clubs alone or with another organization (each an “**Organizer**”), you, the undersigned, the Participant and the undersigned Parent/Guardian of the Participant (each a “**Party**” and collectively the “**Parties**”) each acknowledge and agree to the following terms:

1. I acknowledge that the World Health Organization has classified the Coronavirus Disease (“**COVID-19**”) outbreak as a global pandemic and I am aware of the risks of COVID-19. I specifically acknowledge and agree that I am aware of the risks to personal health, including by the failure to follow physical distancing, flowing from COVID-19, and that I am assuming all health risks and adverse health related consequences (up to and including hospitalization or death) caused by or arising from engaging in any Activities (the “**Assumed COVID Risks**”).
2. I acknowledge that the Organizers are implementing OCA’s Return to Sport Policy (the “**RTS Policy**”) the most recent version of which will be posted from time to time on OCA’s website (please see <https://www.ontariocycling.org/covid-19-information>). I specifically acknowledge and agree that I am aware of the RTS Policy, that I will abide by the RTS Policy, and that the RTS Policy is subject to all federal, provincial, municipal and public health authority laws, regulations, by-laws and orders as they may exist from time to time.
3. I acknowledge that Ontario’s Rowan’s Law (please see <https://www.ontario.ca/laws/statute/18r01?search=Bill+193%2C+Rowan%27s+Law+%28Concussion+Safety%29%2C+2018%0D%0A>) requires: ALL registrants under the age of 26; Parents/legal guardians of registrants under the age of 18; Coaches; Officials; and Trainers: (A) to confirm that they have reviewed the Ontario Government’s Concussion Awareness Resources (available: for Ages 10 and Under at [Ages 10 and Under](#); for Ages 11-14 at [Ages 11-14](#); and for Ages 15 and Up at [Ages 15 and Up](#)); and (B) that all of those registrant categories signing this document (except ‘Officials’) have reviewed the relevant OCA Concussion Code of Conduct (please see <https://www.ontariocycling.org/forms/oca-concussion-code-of-conduct-online>).
4. I acknowledge and agree that I am participating voluntarily in the sport of cycling and the Activities. In consideration of participation in the sport of cycling and the Activities, each of the Parties hereby acknowledges that they are aware of the risks, dangers and hazards (including the Assumed COVID Risks) associated with or related to the sport of cycling and the Activities and that each of the Parties may be exposed to such risks, dangers and hazards including the Assumed COVID Risks. The risks, dangers and hazards include, but are not limited to, the Assumed COVID Risks as well as injuries or illness (up to and including death) from:
 - a) The sport of cycling, which can include, but is not limited to: Road, Track, Mountain Bike, BMX and Cyclocross;
 - b) Executing strenuous and demanding physical techniques in cycling and/or exerting and stretching various muscle groups;
 - c) Vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts;
 - d) Mounting, dismounting or falling off a bicycle;
 - e) Falling, tumbling or hitting any ground, surface, concrete, road, track or other surfaces;
 - f) Physical contact with other participants (including those engaged in the programs, activities and events support);
 - g) Failure to properly use any equipment, the mechanical failure of any piece of equipment or inadequate safety equipment, improper maintenance or adjustment of equipment;
 - h) Contact, collisions or being struck by other participants, pedestrians, fixed objects, spectators, equipment or vehicles;
 - i) Road conditions, terrains and vehicular traffic while cycling;
 - j) Failure to stay within the designated course area;
 - k) Extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke or hypothermia;
 - l) Spinal cord injuries which may render the Participant permanently paralyzed; and/or
 - m) Travel to and from events.
5. Furthermore, the Parties are aware:
 - a) That injuries or illness sustained can be severe;
 - b) That the Participant may experience anxiety while challenging himself or herself during the sport of cycling and the activities, events and programs;
 - c) That the Participant’s risk of injury is reduced if he or she follow all rules established for participation; and
 - d) That the Participant’s risk of injury increases as he or she becomes fatigued.
6. In consideration of the Organization allowing the Participant to participate, each of the Parties hereby releases each of the Organizers and their respective directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collectively the “**Releasees**”) from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, in respect of any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind which either or both of the Parties may suffer arising out of or connected with: (A) the Assumed COVID Risks; (B) the content or implementation of the RTS Policy (including without limitation the conduct of any screening of any individual); and (C) the preparation for, or participation in, the Activities, including without limitation: (i) during, or as a result of, the sport of cycling; (ii) caused by the risks, dangers and hazards associated with the sport of cycling (some, but not all, of which are listed in 4 and 5 above); (iii) caused in any manner by any of the Releasees, including without limiting the foregoing, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any duty of care of any of the Releasees.

7. In consideration of the Organization allowing the Participant to participate, the undersigned Parent/Guardian of the Participant also hereby indemnifies and holds harmless the Releasees from any and all damages or losses of any kind as a result of any and all claims, demands, causes of action of any kind whatsoever including those involving negligence or gross negligence on the part of any of the Releasees that may be made or initiated by arising out of or connected with: (A) the Assumed COVID Risks as they relate to either or both of the Parties; (B) the content or implementation of the RTS Policy as it relates to either or both of the Parties; and (C) the Participant's preparation for and/or participation in any of the Activities, including without limitation: (i) during, or as a result of, the sport of cycling; (ii) caused by the risks, dangers and hazards associated with the sport of cycling (some, but not all, of which are listed in 4 and 5 above); (iii) caused in any manner by any of the Releasees, including without limiting the foregoing, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any duty of care of any of the Releasees.
8. In consideration of the Organization allowing the Participant to participate, the Parties also agree:
- a) That the Participant's physical condition has been verified by a medical doctor to participate in the sport of cycling and in the activities, events and programs of the Organization;
 - b) That the rules of participation must be followed and that the sole responsibility for the Participant's safety remains with the Parties, including physical and emotional preparation and fitness;
 - c) To discontinue participation if the Participant observes any unusual hazard or unsafe condition; or if Participant feels unable or unfit to safely continue;
 - d) To WAIVE any and all claims that either or both of the Parties may have now or in the future against the Organization; and
 - e) To ACCEPT AND FULLY ASSUME all risks, dangers and hazards (including without limitation the Assumed COVID Risks) arising out of, associated with or related to the Participant's participation in the sport of cycling (some, but not all, of which are listed in 4 and 5 above).
9. Each of the Parties acknowledge that they have read this document and understand it, that they have signed this document voluntarily, and that this document is to be binding upon themselves, their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

[By signing below, you agree:

- (a) to be bound by this ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK;
- (b) that you have reviewed and that you fully commit to the Ontario Government Concussion Awareness Resources referred to above; and
- (c) that you have reviewed and that you fully commit to the relevant OCA Concussion Code of Conduct referred to above.

Name of Participant (Please Print)

Date of Birth

Name of Parent/Guardian (Please Print)

Date

Signature of Parent/Guardian

Race Licence Declaration (All licence applicants must sign)

- 1.** I hereby declare that I am aware of no reason why I should not be granted the requested licence.

I undertake to spontaneously return my licence in the event of any substantial change to the circumstances existing at the time of the application for a licence.

I declare that I have not applied for a licence for the same year to the UCI or to any other national federation.

I assume exclusive liability for this application and for the use that I shall make of the licence.

- 2.** I hereby undertake to respect the constitution and regulations of the International Cycling Union, its continental confederation and its national federations.

I declare that I have read or have had the opportunity to become acquainted with the aforesaid constitution and regulations.

I shall participate in cycling competitions or events in a sporting and fair manner.

I shall comply with all decisions rendered by the UCI and shall take any appeals and litigation before the authorities provided in the regulations.

I accept the Court of Arbitration for Sport (CAS) as the sole competent authority for appeals as provided in the UCI Regulations and under the conditions set out in these regulations, and for the rest, by the CAS Code of Arbitration for Sport.

I agree that any litigation with the UCI shall solely be submitted to the Court of Arbitration for Sport (CAS).

- 3.** I agree to abide and be bound by the UCI Anti-Doping Rules, as well as all documents adopted by the UCI in connection with its Anti-Doping Rules and in connection with the World Anti-Doping Code.

I agree to submit to in-competition and out-of-competition testing at any time as provided in the UCI Anti-Doping Rules and related documents. I agree that all samples collected from me under the UCI Anti-Doping Rules are owned by the UCI and that such ownership may be transferred by the UCI to another Anti-Doping Organisation, or ownership transferred from another Anti-Doping Organisations to the UCI.

I agree that all urine samples taken shall become the property of the UCI which may have them analysed, especially for the purposes of health protection research and information.

I agree that my doctor or the doctor of my club or team may, on a request from the UCI, communicate to it a list of any medicines I may take and treatment I may undergo before any given competition.

- 4.** I acknowledge and agree that my personal data processed as part of my licence application to my national federation shall be passed to and held by the UCI (Switzerland) and agree to such information being used for administration and governance purposes, including the management of results and rankings, as well as in relation to anti-doping activities and the prevention of the manipulation of competitions. I also agree that my personal information may be used and/or transmitted, when necessary, to other entities such as the World Anti-Doping Agency, the national Anti-Doping organisations, the Court of Arbitration for Sport, the judicial bodies of the UCI, the national and international authorities competent in relation to the following matters:

a. investigations and/or procedures in relation to potential violations of the UCI Regulations; and

b. any other processing operation of personal information that is legitimate and proportionate in the context of the administration and governance of cycling; and I have taken note that I may contact the UCI at the following address in order to exercise my right to request access, rectification or deletion of my personal information: support.ucidata@uci.ch.

Date: _____

Applicant Signature: _____

Parent/Guardian Signature (If athlete is under 18): _____

Anti-Doping Rule Violation (ADRV) Financial Consequences:

1. An individual who has been found to have committed an ADRV may not be subsequently named as a fully funded Participant on any CC project, including, but not limited to, Olympic or Paralympic Games, World Championships, World Cup, or other National Team projects.

2. In all circumstances where an ADRV is determined CC will:

a) recover all costs for the Participant's participation at events for which the Participant's results were disqualified due to an ADRV;

b) recover all costs for the conduct of the anti-doping hearing; and

c) obtain a fine proportionate to the seriousness of the violation in those cases where the Participant received the maximum applicable sanction pursuant to the CADP. All fines collected will be directed towards CC's anti-doping education programs.

YES I agree with these financial consequences

Initial to Confirm Agreement: _____