

Waiver of liability and disclaimer agreement (Please read fully and sign)

I desire to participate in the fund-raising *Randonnée Victor Richard* organized to benefit the *Colorectal Cancer Association of Canada* (5, Place Ville-Marie, suite 1230, Montreal, Quebec, Canada H3B 2G2); it will take place Sunday, August 16th 2009, rain or shine. The return trip St-Sauveur/Tremblant covers approximately 135 kilometres. I agree to comply to all rules, regulations and instructions linked to this event as well as all related municipal and provincial laws.

Considering that the *Randonnée Victor Richard* takes place on roads and streets, I acknowledge that potential dangers or serious injuries, including death, may occur. I am aware that there are risks inherent to my participation including but not limited to falls, clashes with other cyclists or obstacles, weather conditions, vehicular traffic as well as road and street hazards on which the participants will travel, and I declare I am entering the *Randonnée Victor Richard* deliberately, as a volunteer.

On my behalf and on behalf of whoever is entitled to represent me, I waive any and all claims that I may have following my participation in the *Randonnée Victor Richard* or other related event (including without limitation all past or subsequent activity), and release from any and all liability for any loss, damage, expense or injury that I may suffer, the directors of the event, the *Colorectal Cancer Association of Canada*, towns and villages that the cyclists will go through (see map herewith), the Province of Quebec (Canada), beneficiaries, sponsors and organizers of the event, involved cities, municipalities and corporations, participants in the *Randonnée*, members of the support team, anyone contributing to the event, independent suppliers as well as related governmental or public organizations (including without limitation the Ministry of Transportation) in addition to their affiliated entities, heirs and rightful owners, representatives, directors, employees, volunteer staff, agents and respective representatives including, without limitation, the medical staff in charge of the event, the director of medical services and the staff of the medical team, in any case.

I hereby forever release from any and all liability all the aforesaid persons and entities, waive all my redress rights and claims from any and all liability should death, personal injury or material loss occur from my participation in the *Randonnée Victor Richard* or related activity, due to any cause whatsoever including negligence, breach of any statutory or duty of care (whether the case is minor or serious) on the part of the above-mentioned persons or entities, or the utilization of dangerous material or faulty equipment which they may own, provide or account for. I agree that this agreement will be binding upon me my heirs, next of kin and legal executors.

I hereby confirm being physically fit to participate in the *Randonnée Victor Richard* and have had sufficient training to achieve this challenge. Should I be handicapped, suffer from any known health problem or be under treatment for one of these conditions, I certify that my healthcare provider has been informed of my participation and has approved it. I recognize that I am entirely responsible for my health, my own safety and the security of the personal belongings I will bring with me. I consent to the administration of first aid and other emergency medical treatment should an illness or injury occur during the *Randonnée Victor Richard*, and accept to pay all inherent costs.

I understand that the organizers of this *Randonnée* have the right to refuse, limit or cancel my participation, with or without a reason. If I am under 18 years of age, I agree that I MUST be accompanied by a tutor during the *Randonnée* and that this tutor must enter the event as my team mate and guardian.

I acknowledge that the funds raised for the *Randonnée Victor Richard* are not refundable nor transferable even if I do not take part in the event.

I authorize the management of the *Randonnée Victor Richard* and the *Colorectal Cancer Association of Canada* to use freely (without paying a compensation) my name, voice, picture or likeness in any audio or video recording, media, promotion or advertisement linked to this event as well as the marketing or promotion of any future or similar events. In this context, I waive the access to my privacy rights, and accept to receive periodically information concerning my participation in the *Randonnée Victor Richard*.

THIS RELEASE AGREEMENT AS WELL AS ANY RIGHTS OF THE PARTIES SHALL BE GOVERNED BY AND INTERPRETED SOLELY IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF QUEBEC. ANY LITIGATION INVOLVING THE PARTIES TO THIS RELEASE AGREEMENT SHALL BE WITHIN THE EXCLUSIVE JURISDICTION OF THE COURTS OF QUEBEC. I declare having mindfully read this release agreement and that I fully understand its terms. I acknowledge that it is a liability waiver and that it is legally binding me to the above-mentioned parties. I willingly sign it knowing that I am hereby waiving certain legal rights, including the right to sue. I confirm signing this release agreement deliberately, knowing that my signature waives full and unconditional liability to the extent permitted by the law.

Participant's signature (or tutor, if minor)

Date