



## **PWA's Friends For Life Bike Rally**

### **Crew Agreement and Waiver and Release of Liability**

**Please note that there have been updates to this agreement. Please read carefully.**

As a participant in PWA's Friends For Life Bike Rally, I, the undersigned, agree to:

1. In consideration of receiving Toronto People With AIDS Foundation's (the "Agency") permission to be a participant or volunteer in the Friends For Life Bike Rally (the "Event") and in exchange for the food and accommodation supplied by the Agency during my participation in the Event, I for myself, my heirs, executors, administrators, successors and assigns hereby release, waive and forever discharge the Agency, together with its directors, officers, volunteers, employees, contractor's representatives, and their respective successors and assigns of and from all claims, demands, damages, costs, expenses, actions, whether in law or equity arising in any manner from my participation in the Event and notwithstanding that same may have been contributed to or caused by the negligence of any of the aforesaid. I further undertake to hold and save harmless and agree to indemnify all of the aforesaid from and against any and all liability incurred by any or all of them arising as a result of or in any way connected to my participation in the said Event.
2. I warrant and represent that I am physically fit and able to participate in the Event without risk to my health.
3. I agree and certify that I shall obey all traffic laws and wear a CSA, SNELL or ANSI approved helmet if riding as a participant in the Event or training rides.
4. I understand that there are inherent risks involved in the participation in the Event, including the potential for serious injury, paralysis or death and I voluntarily take such risks upon myself.
5. I, the undersigned, do hereby grant to the Agency the irrevocable right and license to use any video footage and/or photographic images made of my likeness, acts and appearance, and the sound recordings made of my voice, throughout the course of my involvement with the Event for use in such Bike Rally or Agency material such as advertising, promotion material, websites and for reporting of the Event.
6. I acknowledge having read this waiver and release, fully understand its terms and effect, and that I have agreed to it freely, voluntarily and without any inducement or coercion.

#### **Friends For Life Bike Rally 2017 Crew Agreement:**

As a crew participant in PWA's Friends For Life Bike Rally, I, the undersigned, agree to:

1. Attend scheduled Crew meetings and training sessions deemed necessary by my Crew Lead(s).
2. Complete all duties related to being a Crew member, including picking up vehicles and supplies on (Friday, July 21, 2017) assisting with Packing Day (Saturday, July 22, 2017) and returning vehicles and materials from Montreal to Toronto at the end of the Bike Rally (Sunday, July 30, 2017).
3. Ensure that I have a valid G driver's licence if I am driving a Crew vehicle.
4. Ensure that any adornments/decorations on my vehicle do not disrupt other vehicles or Bike Rally rider participants. At all times, adornments must not obstruct ANY driver's or rider's view. As well, adornments must not cause damage (physical or aesthetic) to the vehicle and be removed cleanly post ride.

5. NOT to use earphones or electronic devices while driving. If a passenger is not present to answer cell phones, the driver will pull to the side of the road and ensure he or she is not endangering themselves, other participants or the public. Electronic devices include, but are not limited to:
  - Cell phones
  - Blackberry, iPhone or any other Personal Digital Assistance (PDA)
  - MP3 or iPod
6. Obey all traffic laws and rules of the road; including wearing a seat belt at all times while driving or riding in a crew vehicle (remember no right turns on red lights in the province of Quebec). Fines incurred, including parking and speeding tickets, are the responsibility of the individual Crew member, and not the Agency or Event.
7. Pay for damages to my vehicle or unnecessary charges that are the result of my negligent behaviour or driving. I will also report any accidents to my Crew Lead(s) immediately and fill out an Incident Report.
8. NOT be under the influence of illegal drugs or alcohol while driving or while performing Crew duties.
9. Agency and Event staff, crew members, Steering Committee, Team Leaders and Co-chairs are restricted from facilitating/coordinating the direct supply, sale or distribution of alcoholic beverages to any person during the Bike Rally Event or training rides.
10. Adhere to all morning departure rules during the week of the Event. These rules are set out in the Bike Rally Event Handbook.
11. Attend all information sessions as required or as requested.
12. Adhere to the rules, instructions and regulations set forth by Agency staff and the volunteer management of the Event (i.e. riding regulations, planning processes or crew duties). and local or provincial law enforcement.
13. NOT engage in disruptive behaviour at any time, in particular at campgrounds and other overnight accommodation locations. This includes verbal or physical disruptions, fighting or harassment.
14. Abide by the rules and requirements set forth in the Participant Code of Conduct

**In addition, I acknowledge that:**

1. The \$20.00 registration fee is non-refundable and non-transferable.
2. I am currently 18 years of age or older or have been pre-approved by PWA staff and attending with a guardian.
3. Should I suffer injury or illness during the event, I will be examined by a volunteer nurse and transported to the nearest hospital for treatment, if necessary. If the head of the Wellness Crew deems me to be unable to perform my crew duties for that day, I will be transported to the next campsite.
4. Should injury or illness result in me not being able to complete the Bike Rally of my own volition, I may be sent home at the expense of the Agency. Any decision in this regard will be made through consultation between me, Agency Director In Charge, the Co-Chairs of the Steering Committee and the head of the Wellness Crew.
5. Complimentary therapies are a privilege and I am not entitled to a set number of treatments during the Event. Rather this privilege will be granted to me at the discretion of the head of the Complimentary Therapies Team or his or her delegate. At all times, medical reasons will take priority.
6. Access to my medication being held by members of the Wellness Crew is restricted to set hours and medication will be unavailable outside of those hours.
7. Animals are not permitted at training rides, Packing Day, Departure Day, during the Rally or Arrival Day in Montreal.
8. Accompanying family members, who are not participating in the Bike Rally as a rider or crew member, are not the responsibility of the Agency or Event. The Agency will not coordinate accommodations or meals for an accompanying family member.

9. Non-compliance with any of the rules stated above during the week of the Bike Rally or at any Friends For Life Bike Rally events (e.g. training rides, seminars, socials, Packing Day) will be reviewed by the Co-Chairs of the Steering Committee and Agency Staff and, depending on severity, may result in one or all of the following disciplinary actions:
- Verbal Warning
  - Written Warning
  - Expulsion from the Event

I acknowledge and agree that the Toronto People With AIDS Foundation (PWA) and the Friends For Life Bike Rally (FFLBR) may collect and retain information about me, such as my name, age, gender, and email address (“Personal Information”). Collection of this Personal Information and use of Personal Information is for the administration of the Software only. PWA and FFLBR will not sell, share, or transfer this data to third parties unless we indicate this to you. I understand that PWA and FFLBR may employ other companies to perform functions on our behalf, such as sending emails, or providing marketing assistance. These companies may have access to Personal Information needed to perform their functions, and may not use such information for other purposes. In the event PWA and FFLBR employ third parties, we will advise you of the name of those third parties. By assenting to this agreement, you agree that you understand and accept our data collection and privacy policy.

To view PWA’s Disclaimer and Confidentiality Policy, please visit: <http://www.pwatoronto.org/english/confidentiality.php>