



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

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

**Please note this agreement is reviewed and updated annually. Please read carefully.**

**As a participant in the 19th Annual 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, contractors 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, and that all my equipment is mechanically fit and suitable for its intended use in the Event.
3. I agree and certify that I shall obey all traffic laws and wear a CSA, SNELL or ANSI approved helmet while riding as a participant in the Event and 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 Event 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 Rider Agreement**

**As a rider participant in the 19th Annual Friends For Life Bike Rally, I, the undersigned, agree to:**

1. Personally raise the required minimum NO LATER THAN Friday, June 30th, 2017. All funds must be received by PWA by this date, including matching cheques from employers. The required minimum for the 6-Day Ride (Toronto to Montreal) is \$2,500.00 CAD, or for the 1-Day Ride (Toronto to Port Hope) is \$650.00 CAD. Riders who do not achieve the minimum must guarantee the balance NO LATER THAN Friday June 30<sup>th</sup>, 2017 to be eligible to ride.
2. After June 30<sup>th</sup>, 2017, if my minimum has not been met, I will sign and submit a Commitment to Participate and Credit Card Guarantee form to secure my spot to ride in the Event.
3. Continue fundraising efforts after the required minimum has been met to maximize potential support.

4. Prepare for the Event by doing appropriate training. Appropriate training includes regularly attending the scheduled training rides or completing equivalent distances. Where scheduling or location prevents me from attending any scheduled training rides, I agree to engage in equivalent training on my own and to communicate my progress to my Team Leader on a monthly basis.
5. Complete the mandatory 50KM, 100KM and back-to-back training rides by the deadlines. If I am training on my own, to advise my Team Leader upon completion of this requirement.
6. Be capable of maintaining a cycling speed sufficient to arrive at camp at 5:00 pm or the relevant time required for the day. I understand that the seminars, training rides, Team Leaders and Rider Development Committee are in place to help me meet this goal and are available for my use and that it is my responsibility to take advantage of the resources that I need to meet this minimum requirement.
7. Ride a bicycle, that is, a non-motorized vehicle with two wheels.
8. Attach only the provided official Event License Plate to my bicycle for all training rides and the Event. No custom or altered plates are permitted.
9. Ensure that any adornments on my bicycle do not extend beyond the rear wheel of the bicycle, nor are they wider than shoulder width, so as not to disrupt other riders. At all times, adornments must not obstruct ANY rider's view.
10. Wear a CPSC, ANSI, Snell or ATSM approved helmet at all times while riding.
11. NOT to use earphones, radios with earplugs or electronic devices while riding. The use of electronic devices utilizing hands-free speakers is permitted while riding. Electronic devices include, but are not limited to:
  - Cell phones
  - Blackberry, iPhone or any other Personal Digital Assistance (PDA)
  - MP3 or iPod
12. Obey all traffic laws and rules of the road, which include, but are not limited to:
  - By law, bicycles are classified as vehicles under the Highway Traffic Act, and, as such, are subject to the same laws. For example, it is prohibited to run red lights, coast through stop signs or block turn lanes.
  - Always shoulder check and signal before steering and braking. Use hand signals and verbal signals to make other riders aware of your movements and obstacles in your path.
  - Ride near the curb and do not ride in the middle of the road. Ride in a straight predictable line only as far out as you need to avoid obstructions such as parked cars or sewer grates.
  - Ride in an orderly single line, particularly on streets with vehicle traffic or limited/no shoulder.
13. NOT to be under the influence of illegal drugs or alcohol while riding.
14. 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 Event or training rides.
15. Adhere to all morning departure rules during the week of the Event. These rules are set out in the Event Handbook.
16. Attend a Bike Repair & Maintenance clinic (required for first year riders only).
17. Attend all information sessions to be scheduled by June, 2017.
18. 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 and provincial law enforcement.
19. NOT engage in disruptive behavior at any time, in particular at campgrounds and other overnight accommodation locations. This includes verbal or physical disruptions, fighting or harassment.
20. Abide by the rules and requirements set forth in the Participant Code of Conduct

**In addition, I acknowledge that:**

- 1. The 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 ride for that day, my bicycle and I will be transported to the next campsite.
4. Should injury or illness result in me not being able to complete the Event 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, the Co-Chairs of the Steering Committee, Agency Director in charge and the head of the Wellness Crew.
5. Complementary 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 or Arrival Day in Montreal.
8. Accompanying family members, who are not participating in the Event as a rider or crew member, are not the responsibility of the Agency. The Agency will not coordinate accommodations or meals for an accompanying family member.

Non-compliance with any of the rules stated above during the week of the Event 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 (F4LBR) 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.

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