

RELEASE and CONSENT AGREEMENT (this 'Agreement')

In consideration for being permitted to participate in the **2023 Heartland Tour** (includes all community events and Virtual Tour PA Challenges), I acknowledge and agree that:

- (a) Participation in events such as the Heartland Tour, including but not limited to activities such as cycling, running, walking, skateboarding or rollerblading, exposes participants to risk and hazards, some foreseeable and some not, some of which are inherent in the very nature of the activity and others which may result from human error and/or negligence on the part of the persons involved in preparing, organizing and staging such events;
- (b) As a result of these risks and hazards, as a participant, I may suffer serious personal injury or death or property loss;
- (c) I nevertheless freely and voluntarily assume all risks and hazards, and, accordingly, my preparation for, and participation in the, Heartland Tour will be entirely at my own risk;
- (d) I understand that neither the Heartland Tour nor any of the Cardiac Cycle Society of Nova Scotia, its members, officers, directors, employees, independent contractors, agents, representatives, sponsors, volunteers and organizers (collectively referred to as the "**HLT Organizers**") assume any responsibility whatsoever for my safety during the course of my preparation for, or participation, in the Heartland Tour.
- (e) I understand clearly that by agreeing to this Agreement, I will be forever prevented from suing or otherwise claiming against the HLT Organizers for any loss or damage with respect to any property loss or personal injury that I may sustain while participating in or preparing for any Heartland Tour activities, whether or not such loss or injury is caused solely or partly by the fault or negligence of the Heartland Tour or any of the HLT Organizers;
- (f) I understand that the HLT Organizers will not permit me to participate in any Heartland activity unless I agree to this Agreement;
- (g) I understand that my equipment will not be inspected, that I am responsible for ensuring it is safe and I am well protected and that I agree to follow the rules of the road and applicable laws;
- (h) the HLT organizers have the right to stop any participant and/or ban them from participating for putting the public, other participants, motorists or the HLT Organizers at risk;
- (i) the term "**Heartland Tour**" used in this Agreement includes, without limiting the generality of that term, all activities and events that are in any way authorized, sanctioned, organized or operated by the HLT Organizers;
- (j) I consent to and accept responsibility for emergency medical treatment in case of injury or illness during the Heartland Tour;
- (k) this agreement is binding on me, my heirs, my executors, administrators, personal representatives and assigns;
and
- (l) I have carefully read this Agreement, I truly understand it and that I am freely and voluntarily executing it.

I do hereby release the HLT Organizers from all proceedings, claims and causes of action of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in, the Heartland Tour, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of the one or more of the HLT Organizers.

Media Consent: I hereby grant permission to the HLT Organizers to use the following information in any media (including but not limited to: print, website, video, promotional material, etc.), without compensation or other liability to me: my name, any photo and/or video images of me, any comments made by me in writing or otherwise, any images submitted by me, any information collected from me for promotional purposes, and my town/city of residence. I also release and discharge the HLT Organizers from any claim or action that I may have at any time with respect to the use of any of this information. I understand that I will not receive any financial remuneration.

Personal Information: I understand that HLT organizers require certain personal information as provided by me in the registration process and I authorize the HLT organization to use that information for the proper conduct of the Heartland Tour event. I provide this information with the understanding that the HLT organization will not share my personal information with any sponsor or other organization and that internal access to my information will be carefully controlled and strictly limited for immediate operational purposes (registration, emergency contact and HLT confidential analytical purposes).

At the time of signing this document I am 19 years of age or older and:

- (a) if I am registering a minor, that I am the parent or legal guardian of such minor;
- (b) if I am registering any third party, I have legal authority to act on behalf of such other party; and
- (c) that the terms of this Agreement apply equally to me, any minor and any third part for whom I am acting.

Date: _____, 2023

Signature of Participant: _____

OR

Signature of Parent of Legal Guardian: _____