

DECLARATION AND UNDERTAKING BY THE RIDER/PARTICIPANT

ASSUMPTION OF RISKS

1. I fully understand and acknowledge that the activities and events organized by _____ on _____ at _____ involve the operation of motorized vehicles in hazardous and rugged terrain conditions. The event, _____ includes _____
2. The activities included in this event may include, but are not limited to, spectating, orientation, instruction, practice, training, competitions, and races involving motorized vehicles. By participating in any of these activities, I acknowledge and accept that I expose myself to serious risks of injury, which could be severe or even fatal.
3. I acknowledge and accept that the trails and routes I will be using cannot be properly supervised and that they may deteriorate and become more dangerous during the activity.
4. I acknowledge and accept that there are numerous inherent risks associated with these activities, including, but not limited to, obstacles on the trails and routes such as rocks, trees, and crevasses; potential collisions with other participants or objects; risk of fire or explosions related to motorized vehicles; health risks due to physical exertion or environmental factors; and the possibility of equipment failure. I understand that these risks can lead to serious injury or death, etc.
5. I recognize and accept that the configuration of these trails and routes, the nature of the activity, and the participants' maneuvers create significant dangers and risks.
6. I, therefore, acknowledge and accept that by participating in these events, I expose myself to serious risks of injury, which could be serious or even fatal.
7. I acknowledge and accept that I have voluntarily chosen to access the site and/or participate in the events of _____ fully aware of these important risks and dangers. I affirm that my participation is entirely voluntary and of my own free will. I hereby unconditionally assume all risks associated with my participation in this event, whether known or unknown, and whether caused by the negligence of the organizers or otherwise.
8. I hereby declare and warrant that I will not participate in any activities or events organized by [Organization Name] if I am impaired in any way, including but not limited to being under the influence of alcohol, drugs, or any other substance that could affect my judgment or physical abilities. I understand that participating while impaired would significantly increase the risks to myself and others.

WAIVER OF CLAIMS

9. I, the undersigned, hereby release, discharge, and agree not to hold _____ its directors, officers, employees, volunteers, agents, representatives, affiliates, successors, and assigns, along with promoters, participants, operators, owners, and lessors of the premises used for the event (collectively referred to as the "Released Parties") liable for any liability, claim, demand, loss, or damage caused or alleged to be caused, in whole or in part, by the negligence of the Released Parties or otherwise, including negligence during rescue operations. This release of liability applies to any injury, disability, death, or loss or damage to person or property, whether occurring during or after my participation in the event.
10. I understand that this release of liability absolves the aforementioned parties from any liability or claims I may have against them, except for claims arising from gross negligence, willful misconduct, or reckless disregard, as per Articles 1474 and 1477 of the Civil Code of Quebec. I recognize that I am waiving my right to sue the Released Parties for injuries or damages, even if they stem from the negligence of the Released Parties, to the extent permitted by law.

INDEMNITY CLAUSE

11. The Participant hereby agrees to indemnify, defend, and hold harmless [Organization Name], its directors, officers, employees, agents, members, successors, and assigns from and against any and all liabilities, claims, damages, expenses (including legal fees and costs), and losses arising out of or in any way connected with the Participant's attendance at, participation in, or use of the facilities during the event _____ on _____ at _____, including but not limited to any injury, death, or property damage. This indemnification obligation includes any claims made by third parties, whether arising from the negligence of [Organization Name], its directors, officers, employees, agents, members, successors, and assigns, or otherwise, to the fullest extent permitted by law.
12. The Participant specifically acknowledges and agrees that this indemnity includes any claims based on the actions, omissions, or negligence of [Organization Name], its directors, officers, employees, agents, members, successors, and assigns. This indemnity provision shall survive the expiration or earlier termination of this agreement.

GOVERNANCE LAW

13. This agreement shall be governed by and interpreted in accordance with the laws of the province of Quebec. Any disputes arising from or relating to this agreement or the activities shall be subject to the exclusive jurisdiction of the courts of Quebec, and the parties hereby irrevocably submit to such jurisdiction.

SEVERABILITY CLAUSE

14. If any provision of this agreement is held to be invalid, void, or unenforceable for any reason, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. In such event, the parties shall negotiate in good faith to modify the agreement to fulfill as closely as possible the original intent of the parties.

