

# Signed Waivers

## Participant Information

**Name:** Heather Kelly  
**Email:** heatherkelly923@gmail.com  
**Address:** 1714 Howroyd Ave, Victoria , Canada  
**Confirmation Number:** pj9ro

## Event Information

**Event Name:** Gran Fondo Badlands 2026  
**Event Date:** July 04, 2026  
**Event Location:** Drumheller, Canada  
**Sub-Event:** 100km (Sept 10-Sept 30) | Wave 2 (8:30am Start)

## Signed Waiver Terms

### Movemint Waiver

In consideration of you accepting this entry, I, the participant, intending to be legally bound do hereby waive and forever release any and all rights and claims for damages or injuries that I may have against the Event Director, Movemint, and all of their agents assisting with the event, sponsors and their representatives, volunteers and employees for any and all injuries to me or my personal property. This release includes all injuries and/or damages suffered by me before, during or after the event. I recognize, intend and understand that this release is binding on my heirs, executors, administrators, or assignees.

I know that participating in an event is a potentially hazardous activity. I should not enter unless I am medically able to do so and properly trained. I assume all risks associated with participating in this event including, but not limited to: falls, contact with other participants, the effects of weather, traffic, and course conditions, and waive any and all claims which I might have based on any of those and other risks typically found in participating in this type of event. I acknowledge all such risks are known and understood by me. I agree to abide by all decisions of any race official relative to my ability to safely complete the event. I certify as a material condition to my being permitted to enter this race that I am physically fit and sufficiently trained for the completion of this event and that a licensed Medical Doctor has verified my physical condition.

In the event of an illness, injury or medical emergency arising during the event I hereby authorize and give my consent to the Event Director to secure from any accredited hospital, clinic and/ or physician any treatment deemed necessary for my immediate care. I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medications, treatment and hospitalization.

As it applies to my participation in this race, I agree to abide by the Center for Disease Control (CDC)'s recommendations for the prevention of the spread of COVID-19 and attest to having read the CDC's guidance at:

<https://www.cdc.gov/>. I also agree to abide by any COVID-19 distancing and other safety guidelines issued by the state, the community or by this race for my participation in this race.

Further, I grant permission to all the foregoing to use my name, voice and images of myself in any photographs, motion pictures, results, publications or any other print, videographic or electronic recording of this event for legitimate purposes.

This event follows the standard athletic event industry policy: All entry fees are non-refundable. We reserve the right to postpone or cancel the event due to circumstances beyond our control such as a natural disaster or emergency or as required to protect the safety of participants and staff. No refunds will be issued under these circumstances. We reserve the right to change the details of the event without prior notice. I understand that my entry fee is nonrefundable and bib numbers are non transferable.

By submitting this entry, I acknowledge (or a parent or adult guardian for all children under 18 years) having read and agreed to the above release and waiver including the no refund policy.

### **Signature Confirmation**

**Participant Name:** Heather Kelly  
**Waiver:** Movemint Waiver  
**Date Signed:** September 10, 2025 at 04:56 PM UTC

## 2026 Gran Fondo Badlands Cancellation Policy

There are no refunds issued by Transrockies Inc under ANY circumstances.

Transfers of entry to another participant may be permitted at the discretion of TransRockies Inc for an admin fee of \$25. All transfers must be completed no later than midnight on June 21, 2026.

Deferrals are permitted under the following guidelines:

- Up to 60 days out (before May 4/26) from the start of the event, 75% of your race fee will be deferred.
- From 60 – 30 days (on or after May 4/26 up to June 4/26) out from the start of the event, 50% of your race fee will be deferred.
- NO deferrals/roll overs/credits will be issued for registrations cancelled on or after June 4, 2026.
- A full deferral is permitted for reasons due to pregnancy &/or active military deployment – medical notes will be required.
- A race entry can only be deferred one time and only to the following year's event.

Additional registration protection can be purchased through Protecht, which is a refund protection insurance for attendees. For a small premium, if you are unable to attend due to any of Protecht's covered reasons, you have the option to file a refund request through them. You can find the full terms and conditions of Protecht Standard Attendee Coverage Policy [here](#).

We strongly encourage you to read & understand the full terms of Protecht's insurance policy prior to registration.

TransRockies Inc reserves the right to cancel any TransRockies Race Series event, cancel race stages or change the route on short notice due to fire bans/fire closures, air quality, weather conditions, wildlife or safety concerns, pandemic, unforeseen construction, Acts of God or other such reasons with no reimbursement to the participant.

In the case of event cancellation by Transrockies Inc, no refunds will be available. All entries will be transferred to the next available date that the event is able to operate

### Signature Confirmation

**Participant Name:** Heather Kelly

**Waiver:** 2026 Gran Fondo Badlands Cancellation Policy

**Date Signed:** September 10, 2025 at 04:56 PM UTC

## 2026 Gran Fondo Badlands Waiver of Liability

July 4, 2026 Gran Fondo Badlands

WAIVER OF LIABILITY FOR SPECIAL EVENT

ASSUMPTION OF RISKS, WAIVER, RELEASE AND INDEMNITY AGREEMENT.

BY AGREEING WITH THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING ANY RIGHT TO SUE.

### DEFINITIONS

In this agreement:

a/ Whereas the term "SPECIAL EVENT" is the 2026 Gran Fondo Badlands which shall include but is not limited to all biking activities, events or services provided, arranged, organized, conducted, sponsored or authorized by TransRockies Inc., and shall further include, but is not limited to road cycling, mountain biking, cross country biking, recreational biking, street and highway biking, bike racing, off road biking, motor biking, adventure biking, trail riding, bike touring and all terrain vehicles, competitions, clinics, demonstrations, terrain parks, descents, ascents, orientation and instructional courses, briefings, seminars and sessions, camps, and other activities such as, receptions, meals, gatherings, ceremonies, presentations, events and services in any way connected with or related to the 2026 Gran Fondo Badlands

b) the term SPECIAL EVENT SPONSORS shall include the organizers TransRockies Inc. and its authorized outlets, distributors, partners, corporations, individuals and any area operators, back-country operators, associations, institutions, incorporations, foundations, societies, and committees, who provide or make available funds, facilities, premises, accommodation, products or services to the 2026 Gran Fondo Badlands, or who is associated with the SPECIAL EVENT as an sponsor, contributor, supplier, partner, organizer, volunteer, donator, promoter or advertiser;

c) the term RELEASEES shall include TransRockies Inc., together with all the other SPECIAL EVENT SPONSORS as may be applicable and the respective directors, shareholders, officers, managers, employees, agents, guides, instructors, volunteers, independent contractors, subcontractors and representatives.

### ASSUMPTION OF RISKS

I am aware that participation in the SPECIAL EVENT involves many risks, dangers and hazards including, but not limited to: accommodation; accommodation services and products; camping; tenting; catering; food service; biking; fire bans/closures; air quality; changing weather conditions; avalanches/rock slides; exposed rock, earth, ice and other natural objects; wildlife; trees; tree wells; tree stumps; forest dead fall; road and trail conditions, snow, ice or rain on; changes or variations in the biking terrain or trails which may create blind spots or areas of reduced visibility; changes or variations in the biking surface or sub-surface, including changes due to man-made or artificial areas; biking on a major highway/roads, variable and difficult conditions; streams, creeks and exposed holes in the terrain above streams or creeks; cliffs; crevasses; logging roads, road-banks or cut-banks; impact or collision with objects, fences, road side or logging equipment, or other vehicles, equipment or structures; impact or collision with other bikers or spectators; the failure to ride safely or within one's own ability or within designated areas; misdirection due to signage, flagging, road book or any other directions; negligence of other riders or spectators; and ANY NEGLIGENCE ON THE PART OF TRANSROCKIES INC., OR THE RESPECTIVE STAFF INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE SPECIAL EVENT.

I CONFIRM THAT I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE SPECIAL EVENT AND I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM AND ALSO IN REGARD TO CANCELLATION OF THE RACE, CANCELLATION OF RACE STAGES OR CHANGE OF ROUTE ON SHORT NOTICE DUE TO FIRE BANS/FIRE CLOSURES, AIR QUALITY, WEATHER CONDITIONS, WILDLIFE OR SAFETY CONCERNS, UNFORSEEN CONSTRUCTION OR CIRCUMSTANCES, ACTS OF GOD OR OTHER SUCH REASONS WITH NO REIMBURSEMENT WHATSOEVER TO THE PARTICIPANT.

RELEASE, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT In consideration of THE RELEASEES accepting

my application to participate in the SPECIAL EVENT and the arranging for the permitting and the use of property, facilities, transportation, trails, roads of any kind, race courses and any other facilities and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, I do hereby for myself, my heirs, next of kin, executors, administrators, personal representatives, successors, assigns and any personal sponsors I may have:

WAIVE ANY AND ALL CLAIMS that I have or may have against THE RELEASEES, and I RELEASE, FOREVER DISCHARGE AND AGREE TO INDEMNIFY AND SAVE HARMLESS THE RELEASEES from any and all liability and from all manner of actions, causes of actions, suits, debts, contracts, claims and demands whatsoever which may be made by me against the RELEASEES for personal injury to myself or my death, personal injury to any third party or their death, property damage respecting the SPECIAL EVENT, race cancellation, race stage cancellation, loss, damage, expense, any other loss, damage or expense that may be incurred, or, that in so far as I may be able to prevent, to my next of kin who may suffer as a result of my participation in the SPECIAL EVENT, DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY NEGLIGENCE, ANY BREACH OF CONTRACT, OR ANY BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING WITHOUT ANY LIMITATION ANY DUTY OF CARE OWED UNDER THE OCCUPIER'S LIABILITY ACT, R.S.A. 2000, C. 0-4, and OCCUPIER'S LIABILITY ACT, R.S.B.C. 1996, C. 337, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING ANY FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE SPECIAL EVENT.

That this agreement shall be effective in binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death.

That this agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta.

Transrockies accepts no responsibility for persons who may contract COVID-19 or other infectious illness as a result of their use of all facilities. You must comply strictly with all public safety rules, guidelines and policies.

I ALSO AGREE to allow use of my image for any and all uses relating to the 2026 Gran Fondo Badlands and for any future TransRockies events and to accept any correspondence respecting any TransRockies event. In entering into this agreement, I am not relying on any oral or written representations or statements made by THE RELEASEES with respect to the safety of the SPECIAL EVENT, other than what is set forth in this agreement.

#### **Bike Transport Terms**

I accept that my bike be transported in the best possible conditions, and that the event organizer and its sponsors cannot be held liable under any circumstance for any breakage or damages to my bike sustained during transit.

I HAVE READ, UNDERSTOOD, AND AGREE TO THE RULES AND CONDITIONS OF GRAN FONDO BADLANDS.

THE ORGANIZERS RESERVE THE RIGHT TO CANCEL THE RACE, CANCEL RACE STAGES OR CHANGE THE ROUTE ON SHORT NOTICE DUE TO FIRE BANS/FIRE CLOSURES, AIR QUALITY, WEATHER CONDITIONS, WILDLIFE OR SAFETY CONCERNS, UNFORESEEN CONSTRUCTION OR CIRCUMSTANCES, ACTS OF GOD OR OTHER SUCH REASONS WITH NO REIMBURSEMENT WHATSOEVER TO THE PARTICIPANT. UPON REGISTRATION THE PARTICIPANT SHOULD BE AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE SPECIAL EVENT AND TO FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM AND ALSO IN REGARD TO CANCELLATION OF THE RACE, CANCELLATION OF RACE STAGES OR CHANGE OF ROUTE ON SHORT NOTICE DUE TO FIRE BANS/FIRE CLOSURES, AIR QUALITY, WEATHER CONDITIONS, WILDLIFE OR SAFETY CONCERNS, UNFORESEEN CONSTRUCTION OR CIRCUMSTANCES, ACTS OF GOD OR OTHER SUCH REASONS WITH NO REIMBURSEMENT WHATSOEVER TO THE PARTICIPANT.

#### **Signature Confirmation**

**Participant Name:** Heather Kelly  
**Waiver:** 2026 Gran Fondo Badlands Waiver of Liability  
**Date Signed:** September 10, 2025 at 04:56 PM UTC

*This document certifies that Heather Kelly has digitally signed the following waiver agreement(s) for Gran Fondo Badlands 2026: Movemint Waiver, 2026 Gran Fondo Badlands Cancellation Policy , 2026 Gran Fondo Badlands Waiver of Liability.*

Generated on September 14, 2025 at 02:37 AM UTC