



Urban Quest Inc.

Urban Quest

TERMS AND CONDITIONS

1. By participating in Urban Quest Inc. event (“the Race”) you acknowledge that you have promised and represented to Urban Quest Inc., (“Urban Quest”) that you are physically fit and able to participate in the Urban Quest event and that you do not have any impairment whether physical, intellectual or otherwise that could cause danger to yourself or others in participating in the Race. You release Urban Quest from any obligation to conduct enquiries in respect of your fitness or suitability for participation in the Race and acknowledge being informed by Urban Quest, its agents, employees, volunteers, contractors, affiliates or promoters that the Race may involve physical and sporting activities.
2. By participating in the Race you acknowledge that you have sole responsibility for your personal property at all times. Without limiting the generality of Conditions 11 and 12 you indemnify and shall keep indemnified Urban Quest against liability in relation to your personal property including liability for injury, loss and damage.
3. If any medical treatment is reasonably considered necessary in the event of injury, accident and/or illness during The Race you consent to such medical treatment being carried out. You acknowledge and agree that you are solely liable for the costs of such medical treatment and indemnify and shall keep indemnified Urban Quest against those costs.
4. By participating in the Race you acknowledge being informed that Urban Quest does not have authority to permit you to access public or private lands, premises, paths or roads in participating in the Race and nothing in these Terms and Conditions constitutes an implied warranty or representation of any such authority. You further acknowledge and agree that in entering into or accessing public or private lands, premises, paths or roads:
 - (a) you do so at your own risk at all times; and
 - (b) you must comply with all laws and regulations at all times; and
 - (c) without limiting the generality of Condition 11 you indemnify and shall

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keep indemnified Urban Quest from and against all liability arising out of or in relation to your crossing or entering upon such public or private lands, premises, paths or roads, including but not limited to liability for injury, loss and damage to persons or property.

5. By participating in the Race you agree to comply with the Rules and Regulations of Urban Quest.
6. By participating in the Race you acknowledge and agree that Urban Quest has the right to determine set and propound rules in connection with the Race as it considers in its absolute discretion necessary, including the right to disqualify you or otherwise remove you from participating in the Race, in which event you acknowledge that you will not be entitled to a refund of any monies paid by you in connection with the Race.
7. By participating in the Race you acknowledge and agree that:
 - (a) in participating in the Race you must comply with all applicable federal, provincial and municipal laws; and
 - (b) the laws of the province of Quebec (as applicable) govern these Terms and Conditions.
8. You covenant that you are entering into and participating in the Race for personal recreational purposes only and not in the course of trade or commerce.
9. You acknowledge that Urban Quest makes no promises, representations or warranties about:
 - (a) the offering of any prizes, gifts or awards to participants of the Race;
 - (b) the quality, likeability, suitability or fitness for purpose of any prizes, gifts or awards, and I further acknowledge and agree that in participating in the Race you have no expectation that you will receive a prize gift or award.
10. You acknowledge and agree that:
 - (a) any prize, gift or award may be substituted by Urban Quest, its promoters or suppliers at their absolute discretion and may not be transferred,



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exchanged or redeemed for cash;

- (b) as a condition of claiming any prize, gift or award you will sign any necessary legal documentation as and in the form required by Urban Quest, its promoters or suppliers in their absolute discretion including but not limited to any legal release or indemnity form.
11. You release Urban Quest, its agents, employees, volunteers, contractors, affiliates, promoters and any other person or body directly or indirectly associated with the Race from all claims, demands and proceedings arising out of or in relation to your participation in the Race and indemnify and shall keep indemnified Urban Quest from and against all liability arising out of or in relation to your participation in the Race, including but not limited to liability for injury loss and damage to persons or property.
 12. You acknowledge that Urban Quest and its affiliates may at their sole discretion and without liability terminate, modify or suspend the Race in whole or in part without notice and at any time if the conduct safety, administration, security or otherwise, of the Race, as anticipated by these Terms and Conditions, is compromised or interfered with, and without limiting the generality of Condition 11 you indemnify and shall keep indemnified Urban Quest against all liability arising out of or in relation to any such termination, modification or suspension of the Race, including but not limited to liability for injury loss and damage.
 13. You acknowledge that Urban Quest does not warrant or represent that access to or participation in the Race will be uninterrupted or error free.
 14. Without limiting the generality of Condition 12, you acknowledge and agree that if that if the Race is cancelled due to storm, rain, inclement weather or any other conditions or factors beyond the control of Urban Quest your entry fee shall be non refundable.
 15. You acknowledge receipt of and agree to the following notification:
 16. Urban Quest Inc. *guarantees that the recreational services it supplies to you—*
 - *are rendered with due care and skill; and*

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- *are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and*
 - *might reasonably be expected to achieve any result you have made known to the supplier.*
17. Subject to the obligation to comply with the privacy laws in relation to the collection, use, storage, security, and disclosure of your personal information, you grant to Urban Quest, its agents, employees, volunteers, contractors, affiliates, promoters and any other person or body directly or indirectly associated with the Race the right to use your name and image royalty-free in any promotional materials, media press broadcasts or otherwise in connection with the Race.
 18. You grant consent to Urban Quest to send you information in connection with the Race including promotional material, until you have nominated otherwise.
 19. You acknowledge that <https://uquest.ca> web page and any information provided or disseminated in connection with the Race is Urban Quest's absolute intellectual property and is owned by Urban Quest and/or its licensors. You further acknowledge that you are not granted any right or interest in any such intellectual property except as stated in these Terms and Conditions.
 20. You acknowledge that you must not transmit, reproduce or store in any retrieval system (with the exception of browser caching) this web page or any information provided or disseminated in connection with the Race in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, unless you receive express written permission from Urban Quest.
 21. You acknowledge and agree that these Terms and Conditions bind you, your heirs, executors and administrators.
 22. By participating in the Race you acknowledge and agree that you have read the above Terms and Conditions and further acknowledge that it is a condition of your entry to the Race that you must comply with those Terms and Conditions.