

To be completed by Event Organizer

Event Name \_\_\_\_\_ Event Date(s) \_\_\_\_\_ Permit # \_\_\_\_\_ Bib# \_\_\_\_\_

### **USA Cycling Assumption of Risk, Release of Liability, Covenant Not to Sue and Indemnity Agreement**

In consideration of USA Cycling (USAC) allowing me to participate in a USAC sanctioned event, and all activities related to or connected with an event, including travel to and from an event (collectively an "Event"), whether as a rider, official, coach, mechanic, volunteer, spectator, or otherwise, I, for myself, my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree as follows:

**1. Assumption of Risk. I am aware that cycling and/or participation in an Event, involve inherent risks**, including but not limited to collision with pedestrians, vehicles, other participants, animals, and fixed or moving objects; imperfect course conditions; surface hazards, including potholes; equipment failure; inadequate safety equipment; use of equipment or materials provided to me by others; those associated with man-made and natural jumps; sickness or disease (including communicable disease); and weather conditions. I fully understand that participating in an Event is an extreme test of a person's physical and mental limits and may involve the risk of serious injury or death, economic loss, property damage or loss that may result from my actions, inactions or negligence, and also from the actions, inactions or **negligence of others**.

**2. Release of Liability.** I hereby forever **release, waive, and discharge** USAC, USA Cycling Development Foundation and each of their respective officers, directors, agents, employees, volunteers, independent contractors, members, clubs, officials, event directors, local associations, sponsors and affiliates as well as the UCI, sponsors, organizers, property owners, law enforcement agencies, local governments, and other public entities, connected with an Event, and each of their respective officers, agents, employees, and volunteers (collectively, "Releasees") from **any claims that may arise out of or are related to my participation in an Event, including claims arising from the ordinary negligence of Releasees**.

**3. Covenant Not to Sue and Indemnity Agreement. I will not make any claim against Releasees** for injury, damage, death, or any other loss arising from or related to my participation in the Event. I understand that if I attempt to sue Releasees in violation of this agreement, **Releasees may seek to recover all of their costs, including legal fees**. I agree to **indemnify, hold harmless, and defend** Releasees from and against any actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness, and liabilities of every kind, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by me or any other person in any way connected to, related to, or arising out of my participation in the Event.

**4. Health.** I represent that I am in good health and proper physical condition to participate in an Event safely. I acknowledge that it is my sole responsibility to make such determination and that I am responsible for my well-being at all times while participating in an Event. If I suffer any injury related to or arising from an Event, I consent to the release of my name and medical information by any third party to Releasees and their insurance carriers.

**5. Rules; Regulations; Equipment.** I agree to be familiar with and abide by the rules and regulations established for an Event. I also agree that I am subject to, and shall abide by, the competitive rules, regulations, policies, and Code of Conduct adopted by USAC as amended from time to time and published at www.usacycling.org. I agree to be familiar with the Event course. I agree to ride and participate to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment and any equipment provided by others for my use. I will wear a helmet that complies with USAC rules and regulations, and I assume all responsibility for the selection of such a helmet.

**6. Anti-doping.** I understand and agree that the UCI Anti-Doping Rules and U.S. Anti-Doping Agency (USADA) Protocol apply to me. I agree to submit to drug testing. If it is determined I may have committed an anti-doping rule violation, I agree to submit to the results management authority and processes of USADA or the results management authority of the UCI and my national federation. I agree that arbitration is my exclusive remedy under the above rules.

**7. Use of Information.** I understand that USAC may collect or receive my contact information in connection with this agreement, and use it to administer this agreement and for marketing purposes. I further acknowledge, agree and consent that (a) USAC and its designees may share this information with third parties who need access to this information to perform services on USAC's behalf, (b) USAC may also share this information with select marketing partners, and (c) USAC and its select marketing partners may use this information to contact me with information and offers believed to be of interest to me.

**8. Media Grant.** I irrevocably grant and license to USAC and its affiliates, the right to capture and use my image, likeness, name, voice, comments or other proprietary or public rights in any broadcast, telecast, photograph, video, or audio sound recording taken in connection with an Event, without compensation, for all purposes, including any commercial use so long as such use does not imply my endorsement of any company, product or service.

**9. Governing Law; Jurisdiction; Severability.** This agreement shall be governed by and construed under the laws of Colorado, without regard to its choice of law rules. Any legal suit, action, or proceeding arising out of or relating to this agreement shall be instituted in the federal court located in Denver, Colorado, or state courts located in Colorado Springs and El Paso County. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. If any provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement or invalidate or render unenforceable any other provision in any other jurisdiction.

**I have carefully read the preceding and understand its terms. I attest that I am 18 years of age or older (19 if in Alabama). I know that I am giving up substantial rights, including my right to sue Releasees for injuries resulting from the inherent risks of cycling and the ordinary negligence of Releasees. I acknowledge that I am signing this agreement freely and voluntarily. I intend my signature to be a complete and unconditional release of all liability to the greatest extent permitted by law.**

Printed Name of Participant \_\_\_\_\_

Signature of Participant \_\_\_\_\_

Date \_\_\_\_\_

Date of Birth \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_

Emergency Contact Number \_\_\_\_\_

### **PARENTAL / LEGAL GUARDIAN CONSENT**

I attest that I am the parent or legal guardian of the minor participant named above. I have carefully read the foregoing and agree to all of the terms.

Printed Name of Parent/Guardian \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_

Date \_\_\_\_\_