

## 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](http://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 and 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

I acknowledge that by completing registration, I am assuming risks, and agreeing to indemnify, not to sue and release from liability the organizer of this event, ride 2 recovery and fitness challenge, and their respective agents, employees, volunteers, members, clubs, officials, sponsors, event directors, local associations, and affiliates (collectively "releasees"). This release is a contract with legal and binding consequences and it applies to all activities entered at the event, regardless whether or not listed above. I have read it carefully and i understand what it means and what i am agreeing to by completing registration.

In consideration of the issuance of a license to me by one or more Releasees or the acceptance of my application for entry in the above event, I hereby freely agree to and make the following contractual representations and agreements. I acknowledge that cycling is an inherently dangerous sport and fully realize the dangers of participating in this event, whether as a rider, official, coach, mechanic, volunteer, or otherwise, and fully assume the risks associated with such participation including, by way of example, and not limitation: dangers associated with man-made and natural jumps; the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment or materials provided by the event organizer and others, the releasees' own negligence, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with the event. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") I hereby waive, release, discharge, hold harmless, and promise to indemnify and not to sue the Releasees and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities,

special districts and properties that are in any manner connected with this event, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deemed to be Releasees), from any and all rights and claims including claims arising from the releasees' own negligence to the maximum extent permitted by law, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the event, or travel to or return from the event.

I agree it is my sole responsibility to be familiar with the event course and agenda, the Releasees' rules, and any special regulations for the event and agree to comply with all such rules and regulations. I understand and agree that situations may arise during the event which may be beyond the control of the Releasees, and I must continually ride and otherwise participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with this event.

I will wear a helmet which satisfies the requirements of the Releasees' Racing Rules or Regulations and that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet and any modifications or attachments thereto. I have no physical or medical condition which would endanger myself or others if I participate in this event, or would interfere with my ability to safely participate in this event.

I understand that Ride 2 Recovery reserves the right to change any text, pictures and other information added to my personal and team participant fundraising pages at any time for any reason. I grant full permission and rights to Ride 2 Recovery, its sponsors, volunteers and participants to capture and use photographs, videos and other types of digital

recording of me in promotional materials, advertising, trade or any commercial purpose in legitimate accounts and promotions of this event. I waive the right to inspect images of me used for publication or the written copy used in connection with the images.

I understand that due to the nature of the event, registration fees are non-refundable. Should an event be cancelled for any reason, Ride 2 Recovery reserves the right to retain registration fees.

I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the event. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

I agree that any claims of copyright infringement will be directed to me as a user of the site, and not to the Releasees.

I attest that I am eighteen (18) years of age or older, (or that if I am younger, my parents or legal guardian have registered and agreed to this waiver), and that I am physically fit and sufficiently trained to participate in all activities associated with the program or events and my participation in such program or events is voluntary.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_