Event/Series Name: Wompatuck Training Series Event/Series Date: _____ Permit: 15664 Bib: _____

USA Cycling Membership, Assumption of Risk, Release of Liability, Covenant Not to Sue, and Indemnification Agreement

PLEASE READ CAREFULLY - THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS

For and in consideration of USA Cycling, Inc. (USAC) allowing me to become a member of USAC or to participate in any USAC-sanctioned, sponsored, licensed, or approved activity, including but not limited to races, rides, competitions, camps, clinics, practices, or incidental activities (individually and collectively, Event(s)) in any capacity (including as a rider, official, coach, mechanic, volunteer, spectator, contractor, or otherwise), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree as follows (and if the member/participant is under the age of 18 (19 in Alabama) (Minor Participant)), I agree to this USA Cycling Membership, Assumption of Risk, Release of Liability, Covenant Not to Sue, and Indemnification Agreement (Agreement) on behalf of myself and such Minor Participant as their parent or legal guardian):

1. Rules, Regulations, and Policies. I agree to be bound and abide by USAC's bylaws, rules, regulations, and policies, including, without limitation, those contained in the USAC Rule Book, Safe Sport Program, Code of Conduct, and Bylaws adopted by USAC and as amended from time to time and published at www.usacycling.org. I further agree to be familiar with and abide by the rules and regulations established for an Event, to be familiar with the Event course, and to participate in a manner that neither endangers myself nor others.

2. Assumption of Risk. I am aware that cycling, cycling-related activities, 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; participants of varying skill levels; Event conditions; course construction, layout, obstacles and conditions; surface hazards such as gravel or potholes; equipment failure; inadequate safety equipment; use of equipment or materials provided to me by others; those associated with manufactured and natural jumps; sickness or disease (including, without limitation, communicable disease); adverse weather conditions; situations beyond the immediate control of the Event organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers. I fully understand that cycling is an extreme test of a person's physical and mental limits, and my participation in an Event may involve the risk of serious injury (including, without limitation, broken bones, head, or neck injuries), trauma, pain and suffering, permanent disability, paralysis and death, economic loss, property damage or other loss that may result from my actions, inactions or negligence, and also from the actions, inactions or **negligence of others** including, without limitation, any Releasee (as defined in Section 3 below). I acknowledge and understand that the description of the risks listed above is incomplete and that the risks of participating in an Event may be dangerous, whether or not described.

3. Waiver and Release of Liability. I hereby forever **release, waive, and discharge** USAC; the USAC Foundation; the Union Cycliste Internationale (UCI); the United States Olympic and Paralympic Committee (USOPC); USAC Local Associations; USAC Clubs; USAC members; Event participants (including without limitation athletes/riders, coaches, officials, and other personnel); the Event owner, director, licensee, and competition managers; the promoters, sponsors, or advertisers of any Event; the owners, managers, or lessors of any facilities or premises where an Event may be held or who are otherwise connected with an Event; law enforcement agencies and local governments connected with an Event; and all directors, officers, agents, employees, volunteers, vendors, and insurance companies of any of the aforementioned parties (individually and collectively, "Releasees") from **any claims that may arise out of or are related to my participation in an Event, including without limitation claims arising from the negligent acts or omissions of Releasees.**

4. Indemnification. I agree to hold harmless, defend, and indemnify Releasees (that is to, without limitation, defend and pay any judgment and costs, including without limitation investigation costs, court costs, legal fees, and attorney's fees) from any claims arising from my injury, death or loss due to my participation in an Event, including without limitation those arising from the risks assumed by me above in Section 2. **I further agree to hold harmless, defend, and indemnify Releasees** against any claims of others arising from my conduct, acts or omissions during my participation in an Event.

5. Covenant Not to Sue. **I shall not sue or make any claim (or participate in any suit or claim) against any Releasees with respect to any released claim or any other matter addressed by this Agreement**, including without limitation for injury, damage, death, or any other loss arising from or related to my participation in an Event. I understand that if I sue any Releasees, **Releasees may seek to recover their costs from me, including without limitation legal fees.**

6. Health and Medical Treatment. I represent that I am healthy and in proper physical condition to participate safely in an Event. I acknowledge that it is my responsibility to make such a determination and that I am responsible for my well-being while participating in an Event. I consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in an Event and to the release of my name and medical information by any third party to Releasees and their insurance carriers. I understand and agree that I am solely responsible for all costs related to such medical treatment.

7. Equipment. I accept responsibility for the condition and adequacy of my equipment and any equipment provided by others for my use. I shall wear a helmet that complies with USAC regulations and assume all responsibility for selecting such a helmet.

8. Anti-doping. I agree that I will comply with all anti-doping rules of the World Anti-Doping Agency (WADA), the UCI, the USOPC, including the USOPC National Anti-Doping Policy, and the U.S. Anti-Doping Agency (USADA), including the USADA Protocol for Olympic and Paralympic Movement Testing (USADA Protocol) and all other policies and rules adopted by WADA, the UCI, the USOPC, and USADA. I agree to submit to drug testing by the UCI and USADA or their designees at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules makes them subject to penalties including, but not limited to, disqualification and suspension. If it is determined that I may have committed a doping violation, I agree to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of the UCI, if applicable or referred by USADA.

9. Use of Information. I understand that USAC may collect or receive my contact information in connection with this Agreement and use and share it to administer it, my membership in USAC, participation in Events, and 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.

10. Media Grant. I irrevocably grant and license to USAC, its affiliates and their respective designees the right to capture and use my image, likeness, name, voice, words, biographical information, or other proprietary or public rights or any other identifying characteristics, in any broadcast, telecast, photograph, video, or audio sound recording taken in connection with an Event, without compensation, notice or attribution, for any and all purposes, including without limitation any commercial use (so long as such commercial use does not imply my endorsement of any company, product or service), and in any and all media or manner, whether existing now or in the future. I understand that the foregoing prevents me from bringing any claims for such uses, including, without limitation, claims for invasion of privacy, defamation, or violation of publicity rights.

11. Arbitration. I agree that any dispute, claim, or cause of action regarding the terms of this Agreement, membership in USAC or participation in Events, or any related matters or activities, shall be resolved before a single, private, impartial arbitrator in a confidential, final, and binding individual arbitration held in El Paso County, Colorado, administered by the American Arbitration Association under its Commercial Arbitration Rules, and not in court. There is no judge or jury in arbitration and discovery and appellate options may be more limited than in court. The arbitrator shall apply Colorado substantive law without reference to Colorado's choice of law rules and shall have the power to award any remedies available under applicable law but, to the fullest extent allowed by applicable law, may not award relief to anyone but the individual claimant. Any award cannot be received as evidence in any other case except to enforce the award itself. If, for any reason, a dispute is deemed non-arbitrable, I agree not to pursue the dispute in court as a class or representative action unless applicable law precludes such waivers. This Section 11 is not a substitute for the administration of, or actions or proceedings under or with respect to, the foregoing rules and policies of the third-party organizations described in Section 8 above.

12. Governing Law; Jurisdiction. 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 that are non-arbitrable shall be instituted in the state or federal courts located in Denver, Colorado, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

13. Minor Participants. If I am accepting this Agreement on behalf of a Minor Participant, I represent that I am such Minor Participant's parent or legal guardian, I agree, consent to, join in and approve this Agreement on my own behalf and on behalf of such Minor Participant, and I acknowledge and agree that I and the Minor Participant are bound by all the terms of this Agreement. By accepting this Agreement without a parent or legal guardian's acceptance, I represent I am at least 18 years old (19 in Alabama).

14. Severability. 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 or invalidate or render unenforceable any other provision in any other jurisdiction, and such provision shall be modified in such instance to the extent reasonably necessary to make the provision valid, legal and enforceable.

15. Binding Effect. This Agreement shall be binding upon me and my respective successors, assignees, parents, legal guardians, subrogors, heirs, next of kin, legal and personal representatives, and anyone who obtains any rights from or through me.

I have carefully read the preceding and understand its terms. I understand that I am giving up substantial rights, including my right to sue Releasees as set forth above. I acknowledge that I am signing this Agreement freely and voluntarily. I intend my electronic or handwritten signature to be a complete and unconditional release of all liability to the greatest extent permitted by law.

Printed Name	Rider Team (if applicable)	USAC Lic #	License Exp

Address	City, State Zip	Date of Birth

E-mail	Emergency Contact Name	Emergency Contact Number

Phone	Signature	Date

PARENTAL / LEGAL GUARDIAN CONSENT

Printed Name of Parent/Guardian	Signature of Parent/Guardian	Date