

Event Name _____ Permit # _____
 Event Date(s) _____

USA CYCLING BMX EVENT PERMIT APPLICATION (REV. 2009)

210 USA CYCLING POINTSUITE100 * COLORADO SPRINGS, CO 80919 * ph: 719/434-4200 * f: 719/434-4300 * www.usacycling.org
 For BMX events only. The Event Permit only covers UCI sanctioned Elite and Junior Championship Class races. Applications must be submitted no later than six weeks in advance of the event date to USA Cycling.

EVENT PERMIT FEES (2008-2009 SEASON) - \$200 per event day payable with Permit application plus \$50 late fee if received within 6 weeks of event or \$100 rush/late fee if received within 2 weeks of event.

All participants must have a USA Cycling issued International BMX license and sign a USAC Release Form.

EVENT LOCATION (city, state)		
PROMOTER ORGANIZATION		
PROMOTER CONTACT NAME		TELEPHONE NO. ()
ADDRESS		FAX NO. ()
CITY	STATE	ZIP
EVENT WEBSITE	E-MAIL	

Feel free to check your information on the USA Cycling website at www.usacycling.org.

Your Post-Event Report including the participant results and subsequent paperwork must arrive at USA Cycling within 21 days of your event. Event reporting and paperwork must be sent in after each race in a series of races. Additional service fees will apply to all late filings: \$50 if within 22-40 days of event day, \$100 if within 41-60 days of event day. After 60 days you may face future permit cancellations/suspensions. Please avoid this and remit all paperwork on time.

The undersigned Promoter, having read the information in the accompanying permit packet, agrees to the same, and agrees to abide by and enforce the rules, regulations and decisions of USA Cycling, Inc. (USAC) and its agents, officials and member associations. The promoter acknowledges that if this permit is accepted by USAC, that the event(s) sanctioned by USAC will only cover the International Cycling Union (UCI) sanctioned Elite and Junior Championship Class races and that it agrees to fully publish and communicate to any other participants that any other races or events associated with the USAC sanctioned event(s) are not USAC sanctioned. The promoter agrees to allow only participants with a valid USA Cycling International BMX License to participate in the USAC sanctioned event(s) and it agrees to only use officials assigned and approved by USAC. The promoter acknowledges and agrees that the event(s) may be subject to medical control testing and that any costs and logistics related to medical control or any other part of the event including officials are its responsibility. The promoter agrees to provide its standard BMX event insurance that it customarily uses to cover its other events including participant accident medical and general liability insurance that will cover all participants, volunteers, officials, USAC, United States Olympic Committee (USOC), and UCI with limits not less than \$10,000 for the participant accident medical insurance and limits of not less than \$1 million per occurrence and \$3 million per event aggregate with the limit of liability for each event not to erode the limit of liability for any other event on the commercial general liability policy with an umbrella/excess general liability insurance that follows form with limits not less than \$4 million per occurrence and \$4 million per policy aggregate. The promoter agrees that the policies will at a minimum meet the requirement as outlined on the Exhibit A Insurance Requirements. The promoter agrees that the insurance it provides will be primary of any insurance of USAC and that it will add USAC as a Named Insured onto its policies and the USOC and UCI as Additional Insureds. The promoter shall provide USAC with certificates of insurance evidencing the existence of such insurance policies and the insurance policies shall provide USAC with 30 days written notice prior to cancellation of any of the policies. The promoter agrees to defend, to hold harmless and to indemnify USAC and its agents, officials and member associations against any and all costs, claims, legal fees and liabilities which are connected with or arise directly or indirectly out of the preparations for or conduct of the above event(s); to cooperate with USAC and its agents in the event of any personal injury or other claims and/or other legal action(s) arising out of the above event(s) and to make available to USAC, upon request, all records of the event(s) including, but not limited to, participant entry forms and waivers. The promoter agrees to get and maintain signed copies of the USAC approved event waivers from all participants including but not limited to all athletes, officials, and volunteers for a minimum of 10 years. It is understood and agreed that USAC makes no warranties, expressed or implied, to the promoter, to entrants, competitors, or spectators, or to any other person. USAC and its member associations are not promoting organizations. Promoter understands any permit issued by USAC is not assignable to another event. This permit does not create a principal-agent relationship between the parties thereto.

Promoter Signature _____ Date _____

FOR USAC OFFICE USE

USAC Approval _____ Date _____

Exhibit A

Insurance Requirements

Promoter Insurance. A BMX promoter of a USA Cycling (“USAC”) race is required to provide its standard BMX event insurance that it customarily uses to cover its other events including participant accident medical and general liability insurance that will cover all participants, volunteers, officials, USAC, United States Olympic Committee (USOC). The promoter insurance will be primary to any insurance carried by USA Cycling. The promoter provided insurance shall meet at least the following minimum requirements:

1. General Liability Coverage on the following terms and conditions:
 - a. Limits of not less than \$1 million per occurrence and an aggregate limit of not less than \$3 million per event (the limit of liability for each event will not erode the limit of liability for any other event).
 - b. No deductible.
 - c. No cap on defense coverage; defense cost shall be outside of policy limits.
 - d. No exclusions for sexual abuse or molestation.
 - e. Specific endorsement covering drug testing.
 - f. Participant Legal Liability Endorsement covering all the participants.
 - g. No exclusion for the failure to require or provide a waiver of liability from the claimant as long as a waiver system is in place.
 - h. Umbrella/Excess General Liability insurance that follows form with limits not less than \$4 million per occurrence and \$4 million per policy aggregate.
 - i. USAC shall be a Named Insured and USOC and UCI, or any one or more of them shall be an Additional Insured, the coverage shall provide such insurance coverage for each such Insured as to all operations, acts and conduct of promoter and the event permit, or any one or more of them including, but not limited to, all obligations of indemnification owed by promoter to USAC pursuant to USAC BMX Event Permit.
2. Participant Accident Medical coverage for:
 - a. All participants, volunteers, and officials at the USAC Sanctioned BMX Event.
 - b. Coverage shall be excess or secondary to any primary medical coverage for the subject insured.
 - c. Minimum benefit limits for all participants of:
 - i. Accidental Death (each person) - \$1,000
 - ii. Specific Loss or Dismemberment (each person) - \$1,000
 - iii. Accident Medical Expense - \$10,000
3. The policies of insurance to be obtained and maintained by promoter under USAC BMX Event Permit shall provide that USAC shall be given not less than thirty (30) days written notice prior to any cancellation, modification or termination of the policy. Prior to the issuance of a BMX event sanction by USAC and annually thereafter, promoter shall provide USAC with a complete copy of the policy of such insurance and, if not evident from the policy, such other reasonable and necessary documentation that demonstrates the policy is in full force and effect. USAC shall be provided with a copy of any claim filed on any policy and shall have the right to any information or reports on the claim that are provided to or obtained by promoter, which promoter agrees to provide to USAC upon receipt by promoter.