

BMX VOLUNTEER PROGRAM

VOLUNTEER'S ACKNOWLEDGEMENT, WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF THE RISK AND AGREEMENT NOT TO SUE

In response to requests from promoters, USA Cycling, Inc., has implemented use of the following Volunteer Liability Form. The intent of this form is to be sure the volunteer(s) understand they are *not* covered by USA Cycling's accident insurance or workman's compensation insurance. If they are injured, they are responsible for their own medical expenses. They are also assuming the risk, and waiving claims arising from and agreeing not to sue USA Cycling, Inc. and others, as a result of any injury or damages they may suffer as a volunteer for a USA Cycling, Inc. event or program.

Program/Event Name: _____

Type of Volunteer Activity: _____

Event Date(s): _____

In consideration of the event or program organizer allowing me the opportunity to participate in the above named program or event:

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY USA CYCLING, INC. (USAC), ITS ASSOCIATIONS (THE UNITED STATES CYCLING FEDERATION (USCF), NATIONAL OFF ROAD BICYCLE ASSOCIATION (NORBA), NATIONAL COLLEGIATE CYCLING ASSOCIATION (NCCA), U.S. PROFESSIONAL RACING ASSOCIATION (USPRO), AND BMX ASSOCIATION (BMXA)), AND USA CYCLING DEVELOPMENT FOUNDATION (USACDF), AND NATIONAL BICYCLE LEAGUE (NBL), AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, CLUBS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS DOCUMENT IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

I attest that I am eighteen (18) years of age or older, physically fit and sufficiently trained to participate in all activities associated with the program or events noted above and my participation in such program or events is voluntary.

I ACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN THE BICYCLE PROGRAM OR EVENTS, AND FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation: the dangers associated with man made and natural jumps; the dangers of collision with pedestrians, vehicles, riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment provided by the event or program 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 a cycling event or program.

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, promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with the USA Cycling program or event, and their respective agents, officials, and employees through or by which the event or program 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**, 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 program or events, or travel to or return from the program or events.

I agree it is my sole responsibility to be familiar with the course of the program or events, the Releasees' rules, and any special regulations for the program or events and agree to comply with all such rules and regulations. I understand and agree that situations may arise during the program or events which may be beyond the control of Releasees, and I must participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, any equipment

Initial _____

