



USA CYCLING, INC. VOLUNTEER PROGRAM

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.

Volunteers are covered by the USA Cycling, Inc. event liability policy, subject to the terms and conditions of that policy as long as they sign this form. If they are named in a lawsuit, they would be defended, (and settlement would be paid on their behalf), by the liability insurance carrier assuming the claims do not arise from intentional or deliberate acts or as a result of their professional occupation, and the claims are otherwise covered by the terms and conditions of the policy. USA Cycling, Inc. makes no assurance, warranty or representation as to what claims might be covered by its liability policy and gives notice that not all claims are covered.

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

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 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 AND IT APPLIES TO ALL ACTIVITIES AT THE EVENT, REGARDLESS WHETHER LISTED OR NOT ABOVE. 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

Initial _____

