

2019 ELKO VELO Competitive and Non-Competitive Event(s) Release Agreement

2019 ELKO VELO EVENT(S) RELEASE AGREEMENT

NAME: _____
RACING AGE (As of Dec 31, 2019): _____
RACE NUMBER (Issued <input type="checkbox"/>): _____
ADDRESS: _____ _____
EMAIL: _____
PHONE: _____
EMERGENCY CONTACT: _____
EMERGENCY PHONE: _____

AGREEMENT

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE, AND RELEASE FROM LIABILITY THE ORGANIZERS OF THIS EVENT, ELKO VELO, KEM AND DONNA KOUGH, LEAGUE OF AMERICAN BICYCLISTS, AND USA CYCLING, INC. AND ITS ASSOCIATIONS, AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, OFFICERS, CLUBS, SPONSORS, PROMOTERS, AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL RACES AND ACTIVITIES ENTERED AT THE ELKO VELO EVENT(S), REGARDLESS WHETHER OR NOT LISTED ABOVE OR HEREIN. I HAVE READ CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

In consideration of the issuance of a license to me by one or more Releases or the acceptance of my application for entry in Elko Velo event(s), 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 (THESE) EVENT(S)**, 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 potholes, equipment failure, inadequate safety equipment, use of equipment or materials provided by the event organizers 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, (for 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 Releasee's rules, and any special regulations for the event and agree to comply with 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 certified by CPSC, SNELL, or ANSI for cycling use and that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet. 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 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.

Participant Signature Date

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of _____ ("Child"). My Child is fit for the event, and I consent to my Child's participation. **I HAVE READ AND UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD**, and our heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in the event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. I PROMISE NOT TO SUE RELEASEES** on my behalf or on the behalf of my Child regarding any claim arising from my Child's participation in the event.

Parent or Guardian Signature Date