

2003 USA Cycling, Inc. Standard Athlete's Entry Blank and Release Form (3/19/03)

The following entry blank and release form has been approved by USA Cycling, Inc. for use when a rider has no entry blank for a specific race but still wants to get his name to the organizer before the post-entry deadline. Anyone is welcome to reproduce it. This contract must be reproduced in a minimum of 10 point type.

PLEASE ACCEPT MY ENTRY IN THE FOLLOWING RACE:

TODAY'S DATE _____

EVENT NAME _____

RACE DATE _____

RACE NAME _____

RACE CATEGORY _____

CLUB/TEAM NAME _____

ANNUAL LICENSE # _____

RACING AGE(as of December 31, 2003) _____

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING USA CYCLING, INC. (USAC), THE UNITED STATES CYCLING FEDERATION (USCF), NATIONAL OFF ROAD BICYCLE ASSOCIATION (NORBA), NATIONAL COLLEGIATE CYCLING ASSOCIATION (NCCA), AND U.S. PROFESSIONAL RACING ASSOCIATION (USPRO) AND THEIR RESPECTIVE AGENTS, EMPLOYEES, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES") FROM LIABILITY. THIS ENTRY BLANK AND RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.

In consideration of the Releasees or USAC's issuance of a license to me or the acceptance of my application for entry in the above event, 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 a bicycle race and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation, the following: the dangers of collision with pedestrians, vehicles, other racers, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, **THE RELEASEES' OWN**

NEGLIGENCE, and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with athletic cycling competition. 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 the sponsors of this event, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, officials, and employees through or by which the events 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 event, or travel to or return from the event. I agree it is my sole responsibility to be familiar with the race course, the Releasees' rules, and any special regulations for the event. I understand and agree that situations may arise during the event which may be beyond the control of the event officials or organizers, and I must continually ride so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my competition equipment. I will compete wearing a helmet which satisfies the requirements of the Releasees' Racing Rules or Regulations 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 to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in this event. I understand that drug testing may be conducted for athletes registered for this event and that the use of blood boosting or substances prohibited by Releasees' rules would make me subject to penalties including, but not limited to, disqualification and suspension. I agree to be subject to drug testing if selected, and its penalties if I fail to comply with the testing or am found positive for the use of a banned substance. 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 in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in successfully defending. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a 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 agreement 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.

PLEASE COMPLETE THE FOLLOWING INFORMATION

Name _____

Address _____

City _____ ST _____ ZIP _____

Phone _____ Email _____

Emergency Contact _____

Emergency Contact Phone _____

Signature of Entrant _____

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 I UNDERSTAND THE ABOVE ATHLETE'S ENTRY FORM AND RELEASE AGREEMENT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD**, my 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 attorney's fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's participation in the event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the event.

Signature of Parent or Guardian