

WAPELLO TO BURLINGTON & BURLINGTON ROAD RACE – MAY 28, 2010

**ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION
AGREEMENT AND COVENANT NOT TO SUE**

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, 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.

In consideration of the issuance of a license to me by one or more of Releasees and being allowed to participate in an event permitted or sanctioned by USA Cycling, another national federation or International Cycling Union (UCI) (collectively "USA Cycling 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 AN EVENT, 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 pot holes, equipment failure, inadequate safety equipment, use of equipment or materials provided by the event 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 events. 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 a USA Cycling event, and their respective agents, officials, and employees through or by which the event 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 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 a USA Cycling event, or travel to or return from a USA Cycling event, in which I may participate as a rider, team member, spectator, coach, mechanic, official, volunteer, or in any other manner. I agree it is my sole responsibility to be familiar with the course and agenda of a USA Cycling event, the Releasees' rules, and any special regulations for a USA Cycling event and agree to comply with all such rules and regulations, including, that I must submit to drug testing, if required. I understand and agree that situations may arise during a USA Cycling event which may be beyond the control of 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 a USA Cycling event. I have no physical or medical condition which would endanger myself or others if I participate in a USA Cycling event, or would interfere with my ability to safely participate in a USA Cycling 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 all expenses (including legal fees) incurred by 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 consent to any other waiver or modification. 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.

Name (print clearly) _____ Gender - M F

2010 racing license # _____

Pro 1 2 3 4 5 1-day

Your license category (circle one) _____ Racing Age (as of 12/31/2010) _____

Street _____

City, State and Zip _____

Club/Team Name _____

Phone _____ e-mail address _____

Emergency contacts & phones _____

Signature of entrant _____ Today's date _____

Wapello-Burlington Road Race

check	event	entry fee
<input type="checkbox"/>	Category 3 & 4	\$25
<input type="checkbox"/>	Category 5	\$20
<input type="checkbox"/>	Late fee after May 24, 2010	\$5

Burlington Road Race

check	event	entry fee
<input type="checkbox"/>	Category 1, 2 & Pro	\$35
<input type="checkbox"/>	Late fee after May 24, 2010	\$5

Checks payable to: **BikeBurlington Inc.**
Mail to: **Newt Colburn**
PO Box 1135
Burlington, Iowa 52601

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of the above named child (Child). I give permission for my Child to enter any USA Cycling event during the period of the license applied for. I HAVE READ AND I 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 a USA Cycling 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 behalf of my Child regarding any claim arising from my Child's participation in a USA Cycling event.

Signature of parent or guardian _____ Today's date _____