

VALLEY PREFERRED CYCLING CENTER RIDING WAIVER

PARTICIPANT'S ENTRY BLANK AND RELEASE FORM

NOTICE: THIS ENTRY BLANK AND RELEASE FORM IS A CONTRACT WITH LEGAL CONSEQUENCES. PLEASE READ IT CAREFULLY BEFORE SIGNING.

By signing this document, and in consideration of the acceptance of my application for entry in this Friday Night, Super Tuesday, Ocean Spray Saturdays at TTown racing events; any Community Program(s) or training session(s), I hereby freely agree to make the following contractual representations and agreements to the benefit of the Valley Preferred Cycling Center (VPCC), its management, The Velodrome Fund, Inc., Lehigh County, all sponsors, coaches, and any involved municipalities or other public entities and their respective agents, directors and employees.

I fully realize the dangers of participating in a bicycle race or other bicycle riding activity and fully assume the risks associated with such participation including, by way of example, and not limitation, the following: the dangers of collision with other racers and fixed objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with athletic cycling competition.

I further agree to release and hold harmless all those persons or entities mentioned above whom through negligence, carelessness or other acts of omission or commission might be liable to me, or my heirs or assigns for damages.

I hereby waive, release and discharge for myself, my heirs, executors, administrators, legal representatives, assigns and successors in interest (hereinafter collectively "successors") any and all rights and claims including but not limited to all claims for damages for death, personal injury and property damage which I may have, or which may hereafter accrue to me as a result of my participation in said Program. This release is intended to discharge in advance all those parties or entities mentioned above from and against any and all liability arising out of or connected in any way with my participation in any said events, even though liability may arise out of negligence, carelessness, requirements, on the part of the persons or entities mentioned above. I further agree to release and hold harmless all those persons and entities mentioned above whom through negligence, carelessness or other acts of omission or commission might be liable to me, or my heirs or assigns for damages.

I understand and agree that situations may arise during races which may be beyond the immediate control of the 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 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 Program.

I agree, for myself and successors, that the representations above are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees)



incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton misconduct. This agreement may not be

modified orally, and a waiver of any other provision shall not be construed as a modification of any other provision herein or as consent to any subsequent waiver or modification.

I hereby grant to the Valley Preferred Cycling Center, Velodrome Fund, and Lehigh County, all exhibition rights in my participation in the Program, including, without limitation, television, radio, film, print, and other exhibition rights, together with the right to use such rights as the Valley Preferred Cycling Center, Velodrome Fund and Lehigh County see fit in perpetuity. My signature below confirms that I have accepted all of the foregoing terms and conditions in consideration of my acceptance as a competitor in this event. If I am under 18 years of age upon the date of signing this Entry Form, I have obtained the signature of my parent or guardian to constitute such acceptance on my behalf. I certify that the information given below is correct.

CODE OF CONDUCT POLICY

By signing above I agree that I must respect the property of others. No form of discrimination or harassment; verbal, physical or sexual, will be tolerated. I agree that I must show respect to my fellow cyclists, coaches, spectators, and staff, including volunteers, race officials and medical personnel. I further agree to follow and uphold the published rules of the Velodrome. Any violation of this policy will result in the loss of racing and training privileges here at the Valley Preferred Cycling Center.

Name (print):

Signature:

Address:

City:

State:

Zip:

Phone Number:

E-mail address:

PARENT OR GUARDIAN OF A MINOR:

I, as parent or guardian of the above named minor, hereby give my permission and further agree, individually and on behalf of my child or ward, to the terms of the above.

Name of Parent/Guardian (print)

Signature of Parent/Guardian

Date

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Valley Preferred Cycling Center (“VPCC”) has put in place preventative measures to reduce the spread of COVID-19; however, VPCC cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the VPCC could increase your risk and your child(ren)’s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the VPCC and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at the VPCC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, VPCC employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at the VPCC or participation in VPCC programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the VPCC, the County of Lehigh, the Board of Directors of The Velodrome Fund, Inc., and their respective, employees, agents, officers, officials, directors and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the VPCC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any VPCC program.

Name (print):

Signature:

Address:

City:

State:

Zip:

Phone Number:



E-mail address:

PARENT OR GUARDIAN OF A MINOR:

I, as parent or guardian of the above named minor, hereby give my permission and further agree, individually and on behalf of my child or ward, to the terms of the above.

Name of Parent/Guardian (print)

Signature of Parent/Guardian

Date