

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

USA Cycling Assumption of Risk, Release of Liability, Covenant Not to Sue and Indemnity Agreement

In consideration of USA Cycling ("USAC") allowing me to participate in any USAC sanctioned event, and all activities related to or connected with such an event, including travel to and from an event (collectively an "Event"), whether as a rider, official, coach, mechanic, volunteer, spectator, or otherwise, I, for myself, my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree as follows:

1. Assumption of Risk. I am aware that cycling and/or participation in an Event, involve inherent risks, including but not limited to collision with pedestrians, vehicles, other participants, animals, and fixed or moving objects; imperfect course conditions; surface hazards, including potholes; equipment failure; inadequate safety equipment; use of equipment or materials provided to me by others; those associated with man-made and natural jumps; sickness or disease (including communicable disease); and weather conditions. I fully understand that participating in an Event is an extreme test of a person's physical and mental limits and may involve the risk of serious injury or death, economic loss, property damage or loss that may result from my actions, inactions or negligence, and also from the actions, inactions or **negligence of others**.

2. Release of Liability. I hereby forever **release, waive, and discharge** USAC, USA Cycling Development Foundation and each of their respective officers, directors, agents, employees, volunteers, independent contractors, members, clubs, officials, event directors, local associations, sponsors and affiliates as well as the UCI, sponsors, organizers, property owners, law enforcement agencies, local governments, and other public entities, connected with an Event, and each of their respective officers, agents, employees, and volunteers (collectively, "Releasees") from **any claims that may arise out of or are related to my participation in an Event, including claims arising from the ordinary negligence of Releasees**.

3. Covenant Not to Sue and Indemnity Agreement. I will not make any claim against Releasees for injury, damage, death, or any other loss arising from or related to my participation in an Event. I understand that if I sue Releasees, **Releasees may seek to recover all of their costs, including legal fees**. I agree to **indemnify, hold harmless, and defend** Releasees from and against any actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness, and liabilities of every kind, whether known or unknown, including foreseen or unforeseen bodily injury and property damage that may be sustained by me or any other person in any way connected to, related to, or arising out of my participation in an Event.

4. Health and Medical Treatment. I represent that I am in good health and proper physical condition to participate in an Event safely. I acknowledge that it is my responsibility to make such determination and that I am responsible for my well-being while participating in an Event. I consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in an Event, and to the release of my name and medical information by any third party to Releasees and their insurance carriers. I understand and agree that I am solely responsible for all costs related to such medical treatment.

5. Rules; Regulations; Equipment. As a condition of participation, I hereby agree to be bound and abide by USAC's rules, regulations, and policies, including those contained in the USAC Rule Book, Safe Sport Program, Code of Conduct and Bylaws adopted by USAC and as amended from time to time and published at www.usacycling.org. I further agree to be familiar with and abide by the rules and regulations established for an Event, to be familiar with the Event course, and to ride and participate to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment and any equipment provided by others for my use. I will wear a helmet that complies with USAC regulations, and I assume all responsibility for the selection of such a helmet.

6. Anti-doping. I understand and agree that the UCI Anti-Doping Rules and U.S. Anti-Doping Agency (USADA) Protocol apply to me. I agree to submit to drug testing. If it is determined I may have committed an anti-doping rule violation, I agree to submit to the results management authority and processes of USADA or the results management authority of the UCI and my national federation. I agree that arbitration is my exclusive remedy under the above rules.

7. Use of Information. I understand that USAC may collect or receive my contact information in connection with this agreement, and use it to administer this agreement and for marketing purposes. I further acknowledge, agree and consent that (a) USAC and its designees may share this information with third parties who need access to this information to perform services on USAC's behalf, (b) USAC may also share this information with select marketing partners, and (c) USAC and its select marketing partners may use this information to contact me with information and offers believed to be of interest to me.

8. Media Grant. I irrevocably grant and license to USAC and its affiliates, the right to capture and use my image, likeness, name, voice, comments or other proprietary or public rights in any broadcast, telecast, photograph, video, or audio sound recording taken in connection with an Event, without compensation, for all purposes, including any commercial use so long as such use does not imply my endorsement of any company, product or service.

9. Governing Law; Jurisdiction; Severability. This agreement shall be governed by and construed under the laws of Colorado, without regard to its choice of law rules. Any legal suit, action, or proceeding arising out of or relating to this agreement shall be instituted in the federal court located in Denver, Colorado, or state courts located in Colorado Springs and El Paso County. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. If any provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement or invalidate or render unenforceable any other provision in any other jurisdiction.

I have carefully read the preceding and understand its terms. I attest that I am 18 years of age or older (19 if in Alabama). I understand that I am giving up substantial rights, including my right to sue Releasees for injuries resulting from the inherent risks of cycling and the ordinary negligence of Releasees. I acknowledge that I am signing this agreement freely and voluntarily. I intend my signature to be a complete and unconditional release of all liability to the greatest extent permitted by law.

Printed Name of Participant

Signature of Participant

Date

Date of Birth

Emergency Contact Name

Emergency Contact Number

Participant Email Address

PARENTAL / LEGAL GUARDIAN CONSENT

I attest that I am the parent or legal guardian of the minor participant named above. I have carefully read the foregoing and agree to all of the terms.

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date