USA CYCLING, INC. VOLUNTEER PROGRAM

In response to requests from event organizers, USA Cycling, Inc., has implemented use of the following Volunteer Liability Form. The intent of this form is to be sure you understand you are *not* covered by USA Cycling's accident insurance or worker's compensation insurance. If you are injured, you are responsible for your own medical expenses. You are also assuming the risk of any injury, you are waiving claims arising from your volunteer work and association with this event, and you are agreeing not to sue USA Cycling, Inc. and others as a result of any injury or damages you may suffer as a volunteer for a program or event associated with USA Cycling, Inc., even if you are volunteering for some person or entity other than USA Cycling, Inc. THIS RELEASE COVERS ALL FUTURE EVENTS AND PROGRAMS ASSOCIATED WITH USA CYCLING, INC. AS WELL AS THE SPECIFIC EVENT OR PROGRAM IDENTIFIED BELOW.

Volunteers are covered by the USA Cycling, Inc. policy covering event liability so long as they sign this form, which means that, subject to the terms and conditions of that policy, the insurance carrier will defend against any claims against the volunteer that are covered by the policy (some claims are not covered, such as claims arising from intentional or deliberate acts or as a result of their professional occupation). USA Cycling, Inc. makes no assurance, warranty or representation as to what claims might be covered by its liability policy and gives notice that not all claims are covered.

VOLUNTEER'S ACKNOWLEDGEMENT, WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF THE RISK, AND AGREEMENT NOT TO SUE

Program/Event Name: 2016 Nevada City Dirt (XC) Classic Series - Race 1 of 3, USAC Permit No: 2016-1949

Type of Volunteer Activity: Course clearing & Venue Setup on 04/17/16-Sun., 04/22-23/16-Fri/Sat., Day Before, Race Day Setup, Parking, Timing, Registration, First Aid, Communications, Course Marshal, Smoothie Booth, Bike Repair Booth, Course & Venue Take-down Day of or after, etc.

Event Date(s): 04/22-23/16 (Fri-Sat.)

In consideration of the event or program organizer allowing me the opportunity to participate in the above named program or event:

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM SOLELY RESPONSIBLE FOR ALL INJURIES, LOSSES, OR DAMAGES THAT I MAY SUFFER OR INCUR IN CONNECTION WITH THE PROGRAM OR EVENT IDENTIFIED ABOVE OR ANY FUTURE PROGRAM OR EVENT ASSOCIATED WITH USA CYCLING. I FURTHER AGREE TO INDEMNIFY, TO HOLD HARMLESS, AND NOT TO SUE USA CYCLING, INC. (USAC), USA CYCLING DEVELOPMENT FOUNDATION (USACDF), OR THEIR RESPECTIVE AGENTS, INSURERS, EMPLOYEES, VOLUNTEERS, MEMBERS, CLUBS, OFFICIALS, SPONSORS, EVENT DIRECTORS, LOCAL ASSOCIATIONS, AND AFFILIATES (COLLECTIVELY "RELEASEES") FOR ANY INJURIES, LOSSES, OR DAMAGES THAT I MAY SUFFER OR INCUR. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS DOCUMENT IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL ACTIVITIES AT THE EVENT, REGARDLESS WHETHER LISTED OR NOT ABOVE. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

I ACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN THE BICYCLE PROGRAM OR EVENTS, AND FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation: the dangers associated with man-made and natural jumps; the dangers of collision with pedestrians, vehicles, riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment provided by the event or program 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 a cycling event or program.

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 the USA Cycling program or event, and their respective agents, officials, and employees through or by which the event or program 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 the program or events, or travel to or return from the program or events.

(- OVER -)

Initial _____

I agree it is my sole responsibility to be familiar with the course of the program or events, the Releasees' rules, and any special regulations for the program or events and agree to comply with all such rules and regulations. I understand and agree that situations may arise during the program or events which may be beyond the control of Releasees, and I must 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 the program or events. I have no physical or medical condition which would endanger myself or others if I participate in the program or events, or would interfere with my ability to safely participate in the program or events.

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. I acknowledge and participate in the program or events subject to the limitations and conditions of insurance coverage stated in the beginning of this contract. 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 program or events. 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.

In the event that I am unable to do so on my own because of an injury, I consent to administration of first aid and other medical treatment in the event of injury and agree to pay the costs of any such treatment.

I ATTEST THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER [19 IN ALABAMA] (OR THAT IF I AM YOUNGER, MY PARENTS OR LEGAL GUARDIAN HAVE EXECUTED THIS WAIVER BELOW), AND THAT I AM PHYSICALLY FIT AND SUFFICIENTLY TRAINED TO PARTICIPATE IN ALL ACTIVITIES ASSOCIATED WITH THE PROGRAM OR EVENTS AND MY PARTICIPATION IN SUCH PROGRAM OR EVENTS IS VOLUNTARY.

I hereby state that I have read and understand the above stated terms and conditions.

		04 / / 16
Volunteer's Name (Printed)	Volunteer's Signature	Date Signed

MINOR VOLUNTEER'S ACKNOWLEDGEMENT, WAIVER AND RELEASE OF LIABILITY ASSUMPTION OF THE RISK, AND AGREEMENT NOT TO SUE

Event Name: See above
Type of Volunteer Activity: See above.
Full Name of Child: _____ Date of Birth: _____

Event Date(s): See above.

CONSENT AND RELEASE OF PARENT OR LEGAL GUARDIAN

I am the parent or legal guardian of _____(Child). My Child is fit and capable to participate in the above program or event, and I consent to my Child's participation. **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 the program or events, **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 the program or events.

I hereby state that I am the legal guardian of the child identified above and that I am authorized to make this decision. I have read and understand the above stated information.

		04 / / 16
Parent or Legal Guardian Name (Printed)	Signature of Parent or Legal Guardian	Date Signed