



# 2022 YBONC VOLUNTEER PROGRAM WAIVER

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: 2022 YBONC Fdn. Programs

Type of Volunteer Activity: Set-up program activities, check-in, organize bike club activities, lead bike club rides, clean-up/teardown venue of program activities, etc.

Event Date(s):       /      / 2022

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.

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