

# 2009 SSWSC Cycling Club Release Form

PLEASE ACCEPT MY ENTRY INTO THE SSWSC CYCLING CLUB:

(Make checks out to SSWSC (or credit card receipt) and staple to this form)  
Mail to: SSWSC Cycling Team, PO Box 774487, Steamboat Springs Colorado 80477

Steel Club	Uniforms:	Size:	
		(XS,S,M,L,XL)	
\$35	Jersey	\$55	
	Bibs	\$55	
	Vest	\$40	
	Jacket	\$55	

Date \_\_\_\_\_

Member Name \_\_\_\_\_

Member Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Member Primary Phone Number:  
(home): \_\_\_\_\_  
(cell): \_\_\_\_\_

Member Email address: \_\_\_\_\_

Emergency Contact Name and Number \_\_\_\_\_

**I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY THE SSWSC CYCLING CLUB/STEAMBOAT GRAVITY TEAM, ITS ASSOCIATIONS (THE STEAMBOAT SPRINGS WINTER SPORTS CLUB, THE UNITED STATES CYCLING FEDERATION (USCF), UNITED STATES CYCLING ASSOCIATION (USAC), AMERICAN CYCLING ASSOCIATION (ACA) AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE 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 my acceptance for entry into THE SSWSC CYCLING CLUB/STEAMBOAT GRAVITY TEAM 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 A BICYCLE RACE, TRAINING RIDE, GROUP RIDE, OR CLUB EVENT** whether as a rider, coach, mechanic or otherwise, and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation: the dangers of collision with pedestrians, vehicles, other racers or riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, roots, trees, rocks, and other hazards both natural and manmade, equipment failure, inadequate safety equipment, **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 cycling competition and training. 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 and promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with this Club, and their respective agents, officials, and employees through or by which the SSWSC CYCLING CLUB/STEAMBOAT GRAVITY TEAM is organized, (the foregoing are also collectively deemed to be Releasees), **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE**, 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 an event, competition or training, or travel to or return from the event, competition or training. I agree it is my sole responsibility to be familiar with the Releasees' rules, and any special regulations for all events and trainings and agree to comply with all such rules and regulations. I understand and agree that situations may arise during the events, competition or training which may be beyond the control of the 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 and my conduct in connection with THE SSWSC CYCLING CLUB/STEAMBOAT GRAVITY TEAM. I will train and compete wearing a helmet which satisfies the requirements of the Releasees' Rules or Regulations and 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 that would endanger myself or others if I participate in this Cycling Club, or would interfere with my ability to safely participate in this Cycling Club. I understand that substances prohibited by Releasees' rules would make me subject to penalties including, but not limited to, Club expulsion and suspension. 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 the expenses (including legal fees) incurred by the 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 a consent to any subsequent waiver or modification. 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 event. 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.

\_\_\_\_\_  
Signature of Entrant

\_\_\_\_\_  
AGE

#### **CONSENT AND RELEASE OF PARENT OR GUARDIAN**

I am the parent or guardian of \_\_\_\_\_(Child). My Child is fit for the Club Events, Training Rides and Races 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,** my 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 event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. **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 Club Events, Training Rides or Races

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent or Guardian