

## Informed Consent, Assumption of Risk, Waiver and Release of Liability 1/25

I am applying for racing membership and/or an officiating membership in American Bicycle Racing, Inc.

I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by collisions and falls, terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person.

I acknowledge that this Accident Waiver and Release of Liability (AWRL) will be used by the event holders, sponsors and organizers, and that it will govern my actions and responsibilities.

In consideration of my application and permitting me to participate in these events, I hereby: (A) Assume all risks associated with my participation; and (B) Waive, Release and Discharge the following: **James R. Cook, NdZONE Inc., Chuck Bramwell, California Triple Crown** and each of their directors, officers, employees, volunteers, representatives, committee members, members, and agents, and the event holders, event sponsors, event directors, event volunteers; and any other party, municipalities or other public entities connected with this event, from any and all liability for my death, disability, personal injury, property damage, or loss, or injury, or actions of any kind which may hereafter accrue to me due to my participation in this event, for myself, my executors, administrators, heirs, next of kin, successors, and assigns; and (C) Agree to indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made due to my participation in this event, including my travel to and from the event.

I hereby consent to receive and be financially responsible for medical treatment, which may be deemed advisable in the event of my injury, accident and or illness.

I understand that at this event or related activities, my image may be captured and allow photo, video or film images to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and or assigns.

This document shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

FOR MINORS: Parent or Guardian must agree to this waiver.

I am the parent or guardian of the above listed Applicant, and assure American Bicycle Racing, Inc. that the facts listed above concerning my child or ward are true. By signing this form I am giving my permission for my child or ward to enter any bicycle race or event sanctioned by American Bicycle Racing, Inc. during the period of the membership applied for and also agree to the terms of the above listed Informed Consent, Assumption of Risk, Waiver and Release of Liability.

I hereby certify that I have read this document; and, I understand its content.

I understand that this Waiver and Release may be stored electronically and agree that a copy is authentic and admissible as evidence in any future dispute or proceedings.

Name of event: Beach City Double / Century / Metric Date of Participation: \_\_\_\_\_

Signature of participant: \_\_\_\_\_ Signing Date: \_\_\_\_\_

Participant name, printed: \_\_\_\_\_

Participant's Full Street Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Your phone number: \_\_\_\_\_ Email address: \_\_\_\_\_

Contact in case of emergency: \_\_\_\_\_ Phone: \_\_\_\_\_

### PARENT GUARDIAN WAIVER FOR MINORS (Under 18 Years Old)

The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Signature of Parent or Guardian \_\_\_\_\_ Date: \_\_\_\_\_