



## PARTICIPATION AGREEMENT

I, the athlete or volunteer named below, want to participate in the practices, races, events identified below. In consideration of the National Interscholastic Cycling Association, a California not-for-profit corporation, allowing me to attend and participate in those practices, races or events, by signing below I agree as follows:

1. **Definitions.** As used herein: (a) the term "NICA" refers to the National Interscholastic Cycling Association, and its chapters and leagues; (b) the term "Events" means the current season of NICA-related practices and races, and those activities sponsored, controlled or organized by NICA during the season, which I attend or in which I participate on the day of any of the Events; (c) the term "Released Parties" means (i) NICA, (ii) NICA's officers, directors, employees and agents, and (iii) any person NICA has agreed to indemnify as to claims made by Event participants (such as, but not limited to, owners of the property on which any of the Events occur); and (d) the term "Agreements" means this Participation Agreement and the related Waiver & Release of Liability Agreement.
2. **Fitness.** I represent and warrant that I have sufficient experience with mountain biking, and that I have a sufficient level of fitness and health to participate in the Events. I confirm I am aware that other groups offer less grueling, challenging and risky recreational-activities, than does NICA.
3. **Equipment.** I acknowledge that it is my responsibility to provide, utilize and maintain the bike, equipment and clothing necessary for my safe participation in the Events.
4. **Rules.** I accept and shall abide by NICA's rules and regulations. I agree to ride and otherwise participate so as to neither endanger myself or others. I agree that if I observe any unusual significant hazard related to an Event, I will remove myself from participation and bring to the attention of NICA said hazard immediately.
5. **Insurance.** I represent and warrant that I currently have, and shall maintain throughout the time that I train for and participate in the Events, valid and sufficient insurance (be it medical, accident, disability or life insurance) to protect my and my family's interests, or if I do not, that I hereby waive the opportunity to obtain such. I acknowledge NICA is not an insurance company, and that no one has represented to me that NICA has obtained insurance that would provide coverage to me in the event I am injured while participating in an Event.
6. **Property Damage Waiver.** I alone am responsible for my personal belongings, including breakage or loss of bikes and other equipment that I bring to an Event. I hereby WAIVE, in advance, ALL CLAIMS for loss, theft or damage to any property owned or controlled by me, that I may in the future have against NICA, any person NICA has agreed to indemnify, and NICA's officers, directors, employees and agents (collectively, the "Released Parties"), relating in any way to an Event and either of the following: (a) my choosing to park any vehicle owned or controlled by me in any areas owned or

- controlled by NICA; and (b) my choosing to give possession of any of my personal belongings to any agent or volunteer of NICA. This waiver, release and discharge of property damage claims includes, but is not limited to, claims arising out of the NEGLIGENCE of the Released Parties.
7. **Indemnification.** I agree to be responsible for bearing any and all costs, expenses and damages sustained by me (or those who depend upon me, or who are responsible for me) that arise out of or related to any claim released by the Agreements. As such, I hereby agree to HOLD HARMLESS, DEFEND and INDEMNIFY the Released Parties (that is, defend and pay any judgments or costs, including investigation costs and attorneys' fees) from any and all claims of mine—and of any spouse, parent, guardian, child, heir, representative or assign of mine—arising from loss or damages (be it property or personal-injury related) due to my attendance at or participation in an Event.
  8. **Choices.** I enter into these Agreements by my own free will, and acknowledge that I have choices relating to participating or not participating in the Events. I acknowledge that if I do not want to accept the terms offered in these Agreements, I can choose to forgo participating in the Events, and choose to participate in other mountain bike race events, or forgo completely participating in such events.
  9. **Binding Effect.** I intend these Agreements to be binding upon me, and any spouse, parent, guardian, heir, executor, assigns or successor of mine (collectively, "Successors"). To the extent I have the authority to waive or release any claim that may in the future belong to any Successor arising out of or relating to my participation in or attendance at the Events, I hereby, by these Agreements, waive and release such claims.
  10. **Truth.** I represent and warrant that I have read these Agreements, and understand them, and that the information I provide as part of the registration process for the Events is true.
  11. **Severability.** These Agreements are intended to be as broad and inclusive as permitted by applicable law, and if any portion of these Agreements are held invalid or void, I agree that the balance shall, notwithstanding, continue in full legal force and effect.
  12. **Entire Agreement.** As to any claim arising out of or related to my attendance or participation in the Events, these Agreements collectively: (a) supersede any previous oral or written promises or agreements; and (b) are not the result of or modified by any oral representations or statements of any agent or employee of NICA. These Agreements contain the only agreements between the parties regarding the topics covered in these Agreements, and may only be modified or terminated in a writing signed by myself and NICA.

**PLEASE READ ALL OF THE ABOVE BEFORE YOU SIGN BELOW**

Athlete's or Volunteer's Printed Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Phone \_\_\_\_\_

Team/School (List both if they are different) \_\_\_\_\_ League \_\_\_\_\_

Athlete's or Volunteer's Signature \_\_\_\_\_ Dated \_\_\_\_\_

(If the athlete or volunteer is less than 18 years of age as of the date of this Agreement, then a parent or legal guardian must enter into this agreement on behalf of the athlete or volunteer by signing below.)

**Parent or Guardian's Consent, Representations and Agreements (including Indemnification Agreement)**

I, the person signing below, represent and agree that: (1) I have the legal right to enter into the above participation agreement on behalf of the minor athlete or volunteer named above (the "Participant") (2) I hereby enter into the above Participation Agreement on behalf of myself and on behalf of the participant; (3) I agree to HOLD HARMLESS, DEFEND and INDEMNIFY the Released Parties from any and all claims of mine – and any spouse, heir, representative or assign of mine – arising from loss or damages (be it property or personal-injury related) due to the Participant's attendance at or participation in the Events.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_ Relationship \_\_\_\_\_

## WAIVER & RELEASE OF LIABILITY AGREEMENT

I, the athlete or volunteer named below, want to participate in the practices, races, events identified below. In consideration of the National Interscholastic Cycling Association, a California not-for-profit corporation, allowing me to attend and participate in those practices and races, by signing below I agree as follows:

1. **Definitions.** As used herein: (a) the term "NICA" refers to the National Interscholastic Cycling Association, and its chapters and leagues; (b) the term "Events" means the current season of NICA-related practices and races, and those activities sponsored, controlled or organized by NICA during the current season, which I attend or in which I participate on the day of any of the Events; and (c) the term "Released Parties" means (i) NICA, (ii) NICA's officers, directors, employees and agents, and (iii) any person NICA has agreed to indemnify as to claims made by Event participants (such as, but not limited to, owners of the property on which any of the Events occur).

2. **My Knowledge of Risks.** Mountain biking is an action sport, enjoyed by millions of people worldwide. It offers participants exercise, and an opportunity to develop skill, strength and endurance, and to test one's abilities against others and nature. Mountain bike racing attracts participants because of the elements of fun, skill and physical and mental challenges resulting, in part, from the risk and danger involved. Bike racing should always be done on a course designated for such racing, rather than on open streets, off designated trails, or in other unsuitable areas. The organizers of the Events are endeavoring to provide a place for mountain bike training, practicing and racing, but want you to understand that while some of the unwanted risks of mountain biking can be eliminated, the very nature of mountain biking makes it impossible, and undesirable, to eliminate all of the risks involved – thus injuries can and do result from such risks of participation. The organizers of the Event want you to understand that MOUNTAIN BIKING IS AN ACTIVITY THAT INVOLVES A LEVEL OF DANGER AND THAT INJURIES CAN AND DO OCCUR. I acknowledge that I know that given the nature of the sport, mountain biking is an activity that carries with it significant risk of serious personal injury. I know there are natural, man-made, mechanical and environmental conditions and risks that independently or in combination can result in participants in the Events sustaining injury (including permanent disability, mental-injury, or paralysis), or in rare situations, sustaining injuries that result in death. I acknowledge that I have taken advantage of the opportunity to learn about the risks associated with mountain biking and the Events (see, for example, the "Mountain Biking Risks" page at [www.nationalmtb.org](http://www.nationalmtb.org)), or that I hereby voluntarily forgo that opportunity. I have either familiarized myself with the locations at which Events will be held generally, and the race courses specifically, or hereby voluntarily forgo that opportunity. Before participating in any of the races included in the Events, I will inspect the course, and will not participate in the race, if I believe the course is unsafe, or beyond my abilities, and I will inform the race director of that decision, and my reasons for that decision, prior to the race.

3. **My Acceptance of Risks.** I hereby accept and assume all risks associated with attending and/or participating in the Events, and I acknowledge that I alone am responsible for my personal safety. I agree to accept all responsibility for the risks, conditions and hazards which may exist during the Events, whether or not I at this time know of or foresee the specific risk, condition or hazard that results in injury.

4. **Waiver; My Responsibility for Injury Costs.** I hereby WAIVE ALL CLAIMS (except as expressly indicated in this paragraph) I may in the future have against any of the Released Parties relating in any way to personal injuries or death I sustain due to my attendance at or participation in any of the Events. I specifically RELEASE and DISCHARGE, in advance, the Released Parties from any and all liability that may arise out of any Released Party's NEGLIGENCE or carelessness in association with any Event (including but not limited to negligent rescue attempts, course design, or equipment selection) but I do not by this Agreement waive, release or discharge any claims for harm caused by a Released Party intentionally or recklessly. As to any claim released hereby, I AGREE NOT TO SUE any of the Released Parties for such released claims. I agree to be personally responsible for any costs, expenses or damages arising out of or related to such released claims.

5. **Bargaining/Negotiation.** I acknowledge that: (a) I have the opportunity, if I so choose, to bargain for or negotiate the terms of this Agreement; (b) if I desire to take advantage of the opportunity to bargain for or negotiate terms different from those set forth in this Agreement (including the fee I pay to participate in the Events), I shall contact the Executive Director of NICA before I indicate my consent to this Agreement; and (c) if I indicate to NICA that I am unwilling to enter into this Agreement, the fee I will be asked to pay to participate in the Events shall increase. I further acknowledge that to be effective any changes to the terms of this Agreement (including the fee I pay to participate in the Events) must be approved in a written document signed by the Executive Director of NICA. If I choose to consent to this Agreement without modification, I hereby waive my right to bargain for or negotiate terms different than those stated in this Agreement.

6. **My Related Acknowledgments.** I acknowledge and represent that: (a) I have read this Agreement and the related Participation Agreement; (b) I understand this Agreement; (c) I understand that by signing below I am giving up important legal rights that I might otherwise have; and (d) I am entering into this Agreement and choosing to participate in the Events without compulsion, and by my own free will.

**THIS IS A WAIVER & RELEASE OF LIABILITY AGREEMENT: PLEASE READ ALL OF THE ABOVE BEFORE YOU SIGN BELOW**

**Athlete's or Volunteer's Printed Name** \_\_\_\_\_ **Team/School** \_\_\_\_\_

**Athlete's or Volunteer's Signature** \_\_\_\_\_ **Dated** \_\_\_\_\_ **League** \_\_\_\_\_

(If the athlete or volunteer is less than 18 years of age as of the date of this Agreement, then a parent or legal guardian must enter into this Agreement by signing where indicated below.)

### **Parent or Guardian's Representation, Consent and Waiver Agreement**

I, the person signing below, represent and agree that (1) I have the legal right to enter into this Waiver & Release of Liability Agreement on behalf of the minor athlete or volunteer named above (the "Participant"), and (2) I hereby on the Participant's behalf consent to and agree to all of the above terms. Furthermore, to the extent I have in the future any claims relating to the Participant's attendance at or participation in the Events, I hereby WAIVE, RELEASE and DISCHARGE those claims hereby, including all claims for NEGLIGENCE, except that I do not waive, release or discharge any claims for harm caused by a Released Party intentionally or recklessly.

**THIS IS A WAIVER & RELEASE OF LIABILITY AGREEMENT: PLEASE READ THIS ENTIRE PAGE BEFORE YOU SIGN BELOW**

**Parent/Guardian Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Parent/Guardian Name** \_\_\_\_\_ **Relationship** \_\_\_\_\_