

I do hereby make application for membership to USA BMX, BMX Canada and the American Bicycle Association (the Sanction/ABA). I understand that any membership issued by the Sanction/ABA is a privilege to participate and not a right. The license may be revoked, suspended or otherwise rendered invalid at any time, with or without cause, by action of the Sanction/ABA, subject to the Rules and Regulations of the Sanction/ABA. I also agree that my email address will be added to a contact list for future correspondence. This information will not be shared or licensed to any third parties.

Name: \_\_\_\_\_ Member #: \_\_\_\_\_  Male  Female

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Email: \_\_\_\_\_

**MEDICAL RELEASE - ADDITIONAL CONDITIONS**

The applicant and his/her representative agree that, in the event that the applicant requires medical or surgical treatment (including without limitation medical or surgical treatment for COVID-19) while under the supervision of USA BMX, BMX Canada, and/or ABA personnel in connection with any sponsored activity or trip, such USA BMX, BMX Canada, and/or ABA personnel may authorize medical treatment for the applicant. The applicant and his representative agree to pay for all medical, hospital, or other expense which the applicant may incur as a result of such treatment.

Pursuant to the Sanction/ABA Concussion Policy, applicant authorizes disclosure to Sanction/ABA by any medical evaluator associated with a USA BMX, BMX Canada, and/or ABA activity of any health information about applicant, related to injuries that applicant sustained during a race or other USA BMX, BMX Canada, and/or ABA activity that may indicate applicant has suffered a concussion. This information will be used by the Sanction/ABA in applying their post-concussion protocol procedure for purposes of determining if and/or when applicant is medically cleared to continue participating in the sport. Applicant further understands and agrees that USA BMX, BMX Canada, and/or ABA may give notice to member clubs and organizers of USA BMX, BMX Canada, and/or ABA sanctioned races that post-concussion medical clearance is required before applicant returns to participation in the sport.

As a participant in events sanctioned and/or promoted by USA BMX, BMX Canada, and ABA, the applicant and his/her representative hereby grant USA BMX, BMX Canada, and ABA and its legal assigns, representatives and corporations the right and permission to copyright and/or use, publish and reuse and republish and license photographic pictures, video or audio that is or has been recorded as part or portion of an USA BMX, BMX Canada, and/or ABA event, photo-shoot or related activity. This release will also allow USA BMX, BMX Canada, and ABA to use the applicant's name and likeness as part of any advertising, marketing, sale of goods, or televised video production by USA BMX, BMX Canada, and/or ABA or if licensed to a third party.

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")**

In consideration of participating in the USA BMX Racing Program I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity.

I fully understand that this Activity involves risks of serious bodily injury (including without limitation infection diseases like COVID-19), including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the Releasees named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activity.

I hereby release, hold harmless, discharge, and covenant not to sue USA BMX, BMX Canada, ABA, the Activity organizer, the Activity operator, the owner of the premises on which the Activity takes place (the "Premises"), the lessor of the Premises, and/or operator of the Premises, and their respective administrators, directors, agents, officers, volunteers, and employees, as well as other participants, sponsors and advertisers, (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release, hold harmless, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which may incur as the result of such claim.

**I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.**

Printed name of participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of participant:           X          

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

Printed name of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian:           X