2018 USA Cycling, Inc. Terrorism and War Release Form

TODAY'S DATE _____

Name _____

Address_____

City _____State_____ Zip_____

Phone_____E-mail_____

Emergency Contact _____

Emergency Contact Phone _____

EVENT NAME(S) _____

TRAVEL DATES _____

TRAVEL LOCATION(S) _____

ANNUAL LICENSE # _____

In consideration of USAC allowing me to travel to and from and participate in the above event(s) as a member of a USAC team, I hereby freely agree to and make the following contractual representations and agreements.

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING USA CYCLING, INC. (USAC), USA CYCLING DEVELOPMENT FOUNDATION (USACDF), AND THEIR RESPECTIVE AGENTS, INSURERS, EMPLOYEES, VOLUNTEERS, MEMBERS, CLUBS, OFFICIALS, SPONSORS, EVENT DIRECTORS, LOCAL ASSOCIATIONS, AND AFFILIATES (COLLECTIVELY "RELEASEES") FROM LIABILITY. THIS DOCUMENT IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.

I acknowledge that under even the best or most secure circumstances, traveling to and from and participating in a cycling event anywhere in the World and in particular, outside of the United States of America, is hazardous due to possible acts of terrorists, extremists and the like, acts of war, acts of anti-Americanism and general violence and unrest in the World (collectively the "Dangers"). I AGREE THAT MY TRAVEL AND PARTICIPATION SHALL BE AT MY OWN RISK; AND AGREE THAT RELEASEES SHALL NOT BE LIABLE TO ME FOR ANY INJURY OR DEATH I MAY SUFFER RESULTING FROM THE DANGERS. Further, I acknowledge that Releasees cannot protect me and have not assumed any obligation to protect me from or against the Dangers. I, individually and on behalf of my heirs, executors, administrators, legal representatives, successors and assigns (collectively "Successors"), release and forever discharge, and covenant not to sue Releasees for, on, from and against, and waive, any claims, damages, expenses or demands arising directly or indirectly from or attributable in any way to the Dangers and FULLY ASSUME THE RISKS ASSOCIATED WITH THE DANGERS AND RELEASEES' OWN NEGLIGENCE WITH RESPECT TO THE DANGERS. I, AND ON BEHALF OF MY SUCCESSORS, HEREBY WAIVE, RELEASE, DISCHARGE, AND PROMISE NOT TO SUE THE 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, the Dangers, my participation in or association with the event(s), or travel to or from the event or as a member of a USAC team. I agree it is my sole responsibility to take all actions that I deem necessary to protect myself from the Dangers and will take those actions at any time I believe I am not safe or I am in jeopardy from the Dangers, and I assume all responsibility arising from my actions.

I agree, for myself and my successors, that the above representations and agreements are contractually binding, and are not mere recitals, and that should I or my successors assert a claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in successfully defending. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a 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 or my travel to and from the event or as a member of a USAC team. Every term and provision of this agreement 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.

I ATTEST THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER [19 IN ALABAMA], (OR THAT IF I AM YOUNGER, MY PARENTS OR LEGAL GUARDIAN HAVE EXECUTED THIS WAIVER BELOW), AND THAT I AM PHYSICALLY FIT AND SUFFICIENTLY TRAINED TO PARTICIPATE IN ALL ACTIVITIES ASSOCIATED WITH THE PROGRAM OR EVENTS NOTED ABOVE AND MY PARTICIPATION IN SUCH PROGRAM OR EVENTS IS VOLUNTARY.

_____ _____

Signature of Releasing Party Age

CONSENT AND RELEASE OF PARENT OR LEGAL GUARDIAN

I am the parent or legal guardian of _____(Child). I consent to my Child's participation in the event(s), membership on a USAC team and travel to and from the event(s). I HAVE READ AND I UNDERSTAND THE ABOVE TERRORISM AND WAR RELEASE FORM. In consideration of allowing my Child to participate, membership in and travel with a USAC team, I consent to the above contract and agree that ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD, AND OUR 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 attorney's fees or costs) as a direct or indirect result of injury to me or my Child because of the Dangers, my Child's participation in the event(s) or membership on a USAC team or travel to and from the event(s), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. I PROMISE NOT TO SUE RELEASEES on my behalf or on behalf of my Child regarding any claim arising from the Dangers, my Child's participation in the event(s) or membership on a USAC team and travel to and from the event(s).

_____

Signature of Parent or Legal Guardian