

# AMERICAN BICYCLE ASSOCIATION

P.O. Box 718, Chandler, Arizona 85244, (480) 961-1903

## APPLICATION FOR ONE DAY MEMBERSHIP

I do hereby make application for membership to the American Bicycle Association. I also agree to comply with all ABA rules and regulations for all activities and understand that I am fully responsible for my actions. I understand that my membership will be valid for a 1-day period.

Today's Date \_\_\_\_\_

Name (please print) \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Date of Birth \_\_\_\_\_ Age \_\_\_\_\_

E-mail Address \_\_\_\_\_

### WAIVER OF CLAIM - MEDICAL RELEASE - ADDITIONAL CONDITIONS

1. The applicant and his representative agree that, in the event that the applicant requires medical or surgical treatment while under the supervision of ABA personnel in connection with any sponsored activity or trip, such ABA personnel may authorize medical treatment for the applicant. The applicant and his representative agree to pay for all medical, hospital, or other expenses which the applicant may incur as a result of such treatment.

2. The applicant and his representative hereby grant to the ABA and its assigns the right to photograph the applicant and use the applicant's silhouette, and other reproductions of the applicant's physical likeness as it may appear and any still camera photograph or videotape. The applicant and his representative also expressly grants to the ABA and it assigns the right to use any photograph, silhouette, or other reproduction of the applicant's physical likeness in connection with any television, theatrical or print exhibition, advertising or publicizing of ABA or any of its activities or programs. The applicant and his representative further gives ABA the right to reproduce in any manner whatsoever the applicant's voice or any instrumental or musical or other sound effect produced by the applicant.

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

In consideration of participating in the **ABA 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 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, discharge, and covenant not to sue **American Bicycle Association**, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (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, 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 any 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.

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 Release may incur as the result of any such claim.

### APPLICANT MUST SIGN - ALL MINORS MUST HAVE SIGNATURE OF PARENT OR GUARDIAN

\_\_\_\_\_  
Signature of participant

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Signature of Parent/Guardian

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