

COVID-19 WAIVER

WAIVER AND RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS AND VOLUNTARY CONSENT

AGREEMENT

THIS AGREEMENT (the "Agreement") MUST BE CAREFULLY READ AND ELECTRONICALLY SIGNED. IN CONSIDERATION OF my ability to participate in, provide services for, conduct, or prepare for any USA BMX, BMX Canada or American Bicycle Association ("ABA") event or activity leading up or related to, or otherwise attend or be present at any such event (hereinafter, the "Activities"), the individual electronically signing below, on behalf of himself/herself, his/her personal representative, heirs, and next of kin (hereinafter collectively, the "INDIVIDUAL") hereby agrees as follows:

1. **EXPRESS ASSUMPTION OF RISK:** INDIVIDUAL hereby acknowledges and understands that the World Health Organization has declared COVID-19 a worldwide pandemic. COVID-19 is extremely contagious and spreads mainly from person-to-person contact. Based on currently available information and clinical expertise, older adults and people of any age who have serious underlying medical conditions may have a higher risk for severe illness from COVID-19. There have been recommended guidelines and preventative measures put in place to reduce the spread of COVID-19; however, it CANNOT GUARANTEE that INDIVIDUAL will not become exposed to or infected with COVID-19. Furthermore, the Activities could increase INDIVIDUAL's risk of contracting COVID-19. By signing this Agreement, INDIVIDUAL acknowledges the extremely contagious nature of COVID-19 and voluntarily assumes the risk that INDIVIDUAL may be exposed to or infected with COVID-19 from one or more Activities, and that such exposure or infection may involve the RISK OF SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH. INDIVIDUAL understands that the risk of becoming exposed to or infected with COVID-19 by INDIVIDUAL's participation in the Activities may result from the actions, omissions, or negligence of others and/or INDIVIDUAL, including, but not limited to, the RELEASEES (as defined below). INDIVIDUAL hereby expressly assumes all such risks and dangers whether presently known or unknown.
2. **WAIVER AND RELEASE:** INDIVIDUAL hereby **RELEASES, WAIVES, AND FOREVER DISCHARGES** USA BMX, BMX Canada, ABA, the organizer(s) of the Activities, the operator of the Activities, the owner of the premises on which an Activity takes place (the "Premises"), the lessor of a Premises, and/or operator of a Premises, and their respective administrators, directors, agents, officers, volunteers, and employees, as well as other participants, sponsors and advertisers, (hereinafter collectively, the "RELEASEES"), from any and all actions, causes of action, claims, suits, debts, dues, sums of money, bonds, bills, balances, losses, costs, expenses, damages, covenants, agreements, commitments, undertakings, promises, liabilities, obligations, lawsuits, judgments, orders and demands whatsoever, in law, at equity or otherwise, of whatever kind or nature, whether known or unknown, suspected or unsuspected, asserted, accrued, unaccrued, actual, contingent, or otherwise, direct or indirect and whether or not concealed or hidden arising out of, on account of or relating to any INJURY, ILLNESS OR DEATH (including but not limited to INJURY, ILLNESS OR DEATH RESULTING FROM COVID-19) of the INDIVIDUAL arising out of or related to any of the Activities (hereinafter, the "RELEASED CLAIMS"). The INDIVIDUAL covenants that the INDIVIDUAL shall not, directly or indirectly, bring, commence, institute, maintain, prosecute, aid or fund in any way any action of any kind or otherwise assert against any of the RELEASEES anywhere in the world any Released Claim.
3. **INDEMNITY AND HOLD HARMLESS:** INDIVIDUAL hereby agrees to **DEFEND, INDEMNIFY AND HOLD HARMLESS**, to the fullest extent permitted by law, the RELEASEES from losses, liabilities, obligations, claims, damages, settlements, injunctions, suits, actions, proceedings, demands, charges, fines, penalties, costs and expenses of every kind and nature, including reasonable fees, expenses and disbursements of attorneys, accountants and other professionals imposed upon, asserted against or incurred by any RELEASEE in connection with, arising out of or relating to (i) any Released Claim or (ii) the INDIVIDUAL's Activities, in each of (i) and (ii), whether caused by the ordinary negligence of the RELEASEES or otherwise and including and/or arising out of INDIVIDUAL's improper and/or tortious conduct in connection therewith.
4. **INFORMED CONSENT AND VOLUNTARY PARTICIPATION:** INDIVIDUAL fully acknowledges and understands that COVID-19 is extremely contagious. INDIVIDUAL has taken it upon himself or herself to be fully informed of the numerous risks and potential dangers associated with COVID-19, including SUFFERING SEVERE PERSONAL INJURY, ILLNESS OR DEATH. INDIVIDUAL acknowledges that he or she has been informed that his or her PERSONAL SAFETY CANNOT BE GUARANTEED. INDIVIDUAL acknowledges that his or her participation in the Activities are completely voluntary, and he or she believes that the potential benefits of participation and/or

services provided outweigh the risk and danger associated with COVID-19. For more information please see the Center For Disease Control's site at <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>.

5. **OBLIGATIONS OF INDIVIDUAL:** INDIVIDUAL acknowledges that it is his or her responsibility to do all of the following: (1) exercise caution and follow any CDC or OSHA issued protocols (including without limitation those guidelines specifically referenced by USA BMX) to protect the health of the INDIVIDUAL; (2) inform the operator of the Premises of any Activities which the INDIVIDUAL does not feel comfortable performing; (3) cease any activity and promptly report any physical discomfort, illness or complications while participating in any Activity; and (4) clear his or her participation of any Activity with a physician. INDIVIDUAL also agrees, represents and warrants that he or she will not participate in any Activity if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19.

6. **SEVERABILITY:** INDIVIDUAL acknowledges that THIS AGREEMENT IS INTENDED TO BE FULLY SEVERABLE, and that if any portion of this Agreement is held invalid, it is agreed that the balance of the Agreement shall continue in full legal force and effect. That shall include modifying the Agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy. This Agreement is to be interpreted and enforced under the laws of the Arizona.

7. **ACCEPTANCE OF TERMS:** INDIVIDUAL hereby accepts all terms set forth herein and acknowledges this is the complete agreement between the parties regarding these issues, and INDIVIDUAL agrees and acknowledges that NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT. INDIVIDUAL HAS COMPLETELY READ BOTH PAGES OF THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS. INDIVIDUAL SIGNS THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM OR HER AND INDIVIDUAL INTENDS HIS OR HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. INDIVIDUAL was given ample opportunity to read the Agreement and/or have it reviewed by legal counsel of his or her choice. INDIVIDUAL was also offered a copy of this Agreement.

BY ELECTRONICALLY SIGNING AND CHECKING THE BOX, INDIVIDUAL IS INDICATING THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS OF THIS WAIVER AND RELEASE OF LIABILITY

CONSENT OF PARENT/GUARDIAN (TO BE SIGNED IF THE INDIVIDUAL IS A MINOR)

I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the risks of potential exposure to COVID-19. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the RELEASEES from the RELEASED CLAIMS, and I 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.

BY ELECTRONICALLY SIGNING AND CHECKING THE BOX, PARENT/GUARDIAN IS INDICATING THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS OF THIS WAIVER AND RELEASE OF LIABILITY

COVID-19 HIPAA AUTHORIZATION *(applies to US residents only)*
FOR THE USE AND DISCLOSURE OF HEALTH INFORMATION.

This Authorization Form describes different uses and disclosures of health information, including as protected under applicable state and provincial law and also “protected health information” as defined by the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations promulgated thereunder. Unless otherwise revoked by me in writing, this Authorization expires on the expiration date of the rider’s membership with USA BMX (“Expiration Date”).

I hereby authorize the following uses and disclosures of my Health Information, as defined below, and as permitted or required by law:

A. General. I specifically authorize and direct any physician, healthcare provider, hospital or other healthcare facility who provided or is providing assessment, diagnosis, care, treatment or services to me prior to execution of this Authorization and/or any time after execution of this Authorization up to the Expiration Date, including their agents, employees and medical staff (collectively “Health Care Provider”) to release my “Health Information” (as defined below) to (1) the Medical designee (collectively “Medical Services Team”); and/or (2) USA BMX, BMX Canada, ABA, and their respective affiliates, agents, employees and consultants (collectively “USA BMX”) about me regarding assessment, diagnosis, care or treatment of COVID-19 (including, but not limited to negative/positive diagnosis, testing, test results, status and treatment), if applicable. *“Health Information” is defined as: the full and complete medical record; notes; reports; data; test results; documents related to examination or treatment for COVID-19; assessments; diagnoses; prognoses; medications and prescriptions; healthcare providers and facilities who previously provided treatment to me, and that it may include information and records protected under applicable state and provincial law and federal law.*

B. Discussion Permitted. I specifically authorize and direct any Health Care Provider to discuss, clarify or explain my Health Information with the Medical Services Team and USA BMX upon their request, for the purposes of safety, quality assurance/quality improvement, and/or for my assessment, treatment or care.

C. Disclosure by Medical Liaison for Certain Purposes. I authorize the Medical Services Team and USA BMX to use and disclose my Health Information in their possession to the following: (1) physicians, health care providers, hospitals, state and local health departments, and other health care facilities or medical providers for purposes of my assessment, care and treatment; and/or (2) outside experts, physicians or consultants retained by USA BMX, for purposes of safety and quality assurance/improvement and making assessments and recommendations related to quality or safety. I understand the Medical Services Team coordinators and consulting physicians are not direct treatment providers; they are present at the Event grounds to facilitate the sharing of information.

I understand that I have the right to revoke this Authorization in writing at any time by notifying, as applicable, the disclosing Health Care Provider, Medical Services Team and/or USA BMX. I understand that the revocation is only effective after it is received.

I understand that any use or disclosure made prior to the revocation in reliance on this Authorization will not be affected by a subsequently received revocation.

I understand that once Health Information is disclosed pursuant to this Authorization, it may be re-disclosed by the recipient, and federal or applicable state and provincial law might not protect it. I understand a health care provider, hospital or health facility may not condition my treatment on whether this Authorization is signed. I understand that USA BMX rules and policies will govern whether I may participate in any USA BMX-sanctioned event if I choose to revoke this Authorization.

I have read this Authorization, I understand what it says, and any questions of mine have been answered to my satisfaction. I understand that I am entitled to receive a copy of this Authorization, and I allow a photocopy to be deemed valid as a signed original.

BY ELECTRONICALLY SIGNING AND CHECKING THE BOX, INDIVIDUAL IS INDICATING THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS OF THIS HIPAA AUTHORIZATION.

CONSENT OF PARENT/GUARDIAN (TO BE SIGNED IF THE INDIVIDUAL IS A MINOR)

On behalf of my child/ward, I hereby consent and agree to the terms and conditions of the HIPAA Authorization set forth above.

BY ELECTRONICALLY SIGNING AND CHECKING THE BOX, PARENT/GUARDIAN IS INDICATING THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS OF THIS HIPAA AUTHORIZATION.