

# 2019 USA Cycling Competitive and Non-Competitive Event Release Form

The following event release form has been approved by USA Cycling, Inc. If reproduced, it must be in a minimum of 10 point type and retain the exact same formatting.

## **PLEASE COMPLETE THE FOLLOWING INFORMATION**

TODAY'S DATE October 18, 2019  
EVENT NAME Bookwalter Binge Gran Fondo  
EVENT DATE(S) 10/26/2019  
RACE(S)/ACTIVITY(IES) ENTERED \_\_\_\_\_  
ANNUAL LICENSE # \_\_\_\_\_  
RACING AGE (as of December 31, 2019) \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
E-Mail \_\_\_\_\_  
Emergency Contact \_\_\_\_\_  
Emergency Contact Phone \_\_\_\_\_

In consideration of the issuance of a license to me by one or more Releasees or the acceptance of my application for entry in the above event, I hereby freely agree to and make the following contractual representations and agreements.

**I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY THE ORGANIZER OF THIS EVENT, 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"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL RACES AND ACTIVITIES ENTERED AT THE EVENT, REGARDLESS WHETHER OR NOT LISTED ABOVE. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.**

**I ACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN THIS EVENT, whether as a rider, official, coach, mechanic, volunteer, spectator, or otherwise, and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation: dangers associated with man-made and natural jumps; the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from**

surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment or materials provided by the event organizer and others, **THE RELEASEES' OWN NEGLIGENCE**, and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with the event. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with this event, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deemed to be 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 connections with, or arising out of, my participation in or association with the event, or travel to or return from the event. I agree it is my sole responsibility to be familiar with the event course and agenda, the Releasees' rules, and any special regulations for the event and agree to comply with all such rules and regulations. I understand and agree that situations may arise during the event which may be beyond the control of the Releasees, and I must continually ride and otherwise participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with this event. I will wear a helmet which satisfies the requirements of the Releasees' Racing Rules or Regulations and that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet and any modifications or attachments made thereto. I have no physical or medical condition which would endanger myself or others if I participate in this event, or would interfere with my ability to safely participate in this event. I understand and agree that the UCI Anti-Doping Rules and U.S. Anti-Doping Agency (USADA) Protocol apply to me and that it is my responsibility to comply with those rules. I agree to submit to drug testing and understand that the use of methods or substances prohibited by the applicable anti-doping rules would make me subject to penalties including, but not limited to, disqualification and suspension. If it is determined that I may have committed a doping violation, I agree to submit to the results management authority and process of USADA, including arbitration under the USADA Protocol, or to the results management authority of the UCI and/or my national federation, if referred by USADA.

I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or

my Successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or 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. Every term and provision of this contract 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 AND MY PARTICIPATION IN SUCH PROGRAM OR EVENTS IS VOLUNTARY.**

\_\_\_\_\_  
Signature of Entrant (minors must sign) AGE \_\_\_\_\_

## **CONSENT AND RELEASE OF PARENT/LEGAL GUARDIAN**

I am the parent or legal guardian of \_\_\_\_\_ (Child). My Child is fit for the event, and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the 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 legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in the event, **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 my Child's participation in the event.

\_\_\_\_\_  
Signature of Parent or Legal Guardian

by third parties with whom The Binge may engage in joint marketing, without any remuneration to me. I hereby assign all right, title, and interest I may have in or to any and all media in which my name or likeness might be used by The Binge.

Furthermore, I understand that if I violate any law, specifically including the motor vehicle laws of the State of North Carolina, or violate the rules of the event in any way, I can be sanctioned and removed from the Event, with no possibility of receiving a refund of my entry fee or any other expenses associated with my participation in the Event, and that such sanctions will be with the sole discretion of the event organizers.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, 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 to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of the agreement is to be invalid, the balance notwithstanding shall continue in full force and effect.

Signature	Printed Name	Date

**MINOR RELEASE AND ASSUMPTION OF RISK**

(If participant is under the age of 18)

And I, the Minor’s parent and/or legal guardian, understand the risks and dangers of the Event as described herein, and I understand the Minor’s experience and capabilities and believe the Minor to be qualified, in good health, and in proper physical condition to participate in the Event. **I hereby agree to personally supervise the Minor’s participation in the Event and I assume responsibility for the risks and dangers the Minor will encounter in the Event.** 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, damages, or consequential damages on the Minor’s account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations. 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 Releasees named above, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, consequential damage, or cost any may incur as a result of any such claim.

	Participant’s Printed Name	Date of Birth
Parent/Guardian Signature	Parent/Guardian Printed Name	Date

## **Bookwalter Binge Event Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

In consideration of acceptance of my entry to the Bookwalter Binge bicycle ride, party, pre-event activities and post-event activities (“Event”), I hereby, for myself, my personal representatives, my heirs, my executors and administrators:

1. ACKNOWLEDGE, agree and represent that I understand the nature of bicycling activities, I am voluntarily participating, and that I am qualified, in good health, and in proper physical condition to participate in such strenuous activity. I further acknowledge that the Event will be conducted over public roads and facilities open to the public, including motor vehicles, throughout the Event, and upon which the hazards and dangers of travelling are to be expected, including the dangers of injury or death due to other vehicles on public and private roads.

I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Event.

2. FULLY UNDERSTAND AND ACKNOWLEDGE that the enjoyment and excitement of this kind of activity is derived in part from the inherent risks beyond the accepted safety of life at home or work, and that these inherent risks contribute to such enjoyment and excitement, being a reason for my participation, despite the risks and dangers such as but not limited to:
  - negligence with regard to my selection and use of the bicycle or maintenance of the bicycle, including the risk of injury or death due to failure of tires or tubes, the pedals and/or the attachment of my shoes to the pedals, or the failure of any part of the bicycle;
  - the risk of injury or death due to motor vehicles on public and private roads used during the Event; unsafe roads with loose gravel, potholes, washouts, cracks and fissures, and other hazards encountered on public and private roads used during the Event; sections of gravel or dirt roads, bike paths and greenways, or any other “off road” path used during the Event;
  - the risk of injury or death due to colliding with or otherwise encountering animals such as dogs, cows, horses and other animals that may be loose on public and private roads used during the bicycle ride; the risks as a result of encountering wildlife such as bears, turkeys, groundhogs, raccoons, and reptiles during the Event, particularly during descents;
  - physical exertion for which I am not prepared, or have not prepared adequately, the environmental conditions such as ice on the roads or hot weather, which may affect my physical conditioning or mental status;

- consumption of alcoholic beverages; risks associated with food or impure water; carrying or having access to adequate water while exercising in demanding conditions;
- accident or illness without immediate access to 9-1-1 or first responders, without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided;
- negligence in the maintenance or operation of any van or other motor vehicle utilized by myself or the Event to transport me, my bicycle or other items, etc.; and
- stolen, lost, or misplaced bicycles, luggage or property and theft or break-ins into vans, vehicles, lodging rooms or elsewhere.

I understand that the risks described herein (“Risks”) may be caused by my own actions, or inactions, the actions or inactions of others participating in the Event; by the conditions in which the Event takes place; or by the negligence of the “Releasees” named below.

I further understand that there may be other risks and social and economic losses either not known to me, or not readily foreseeable at this time, and I AM AWARE OF SUCH RISKS AND FULLY ACCEPT AND ASSUME ALL SUCH RISKS, AND ALL RESPONSIBILITY FOR LOSSES, COSTS, DAMAGES and CONSEQUENTIAL DAMAGES that I incur as a result of my participation in this Event.

HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE Brent and Jamie Bookwalter, Bookwalter Cycling Inc, Bookwalter Binge, Velo Girl Rides LLC, all government agencies including but not limited to the State of North Carolina, the North Carolina Department of Transportation, Buncombe, McDowell and Henderson Counties, the Town of Black Mountain, as well as other participants, all participating groups, sponsors, vendors, volunteers, employees of government agencies, and any individuals associated with this event; as well as their representatives, administrators, directors, agents, officers, members, managing members, employees, successors and assigns; and if applicable, owners and lessors of premises on which or within which the Event takes place; (each considered one of the “Releasees” herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, or CONSEQUENTIAL 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 AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT 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 litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I also understand that the Bookwalter Binge (“The Binge”) reserves the right to take photographic, film, and digital image records of this Event and hereby agree that The Binge may use any such photographic, film or digital image records for promotional and/or commercial purposes, as well as approve such use