

DIESELBIKES

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

By signing this document you are participating in the 2010 D-Day Mountain Bike Expo and will waive certain legal rights, including the right to sue. Please read carefully!

There are 2 pages [front and back], be sure to initial each page; UNDER 18 – Waivers must be signed by a parent or legal guardian.

[Please Print]

Name: _____ **Date of Birth:** _____

Address: _____

To: Dieselbikes Mountain Bike Club [Frank DiBenedetto]
P.O. Box 724 Lynnfield, MA 01940
(Hereinafter collectively referred to as “Event Sponsor & Operator”)

Definitions

The term “Mountain Biking or Mountain Bike” shall include all activities, services and use of Lynn Woods Reservation either provided by or arranged by the Event Sponsor & Operator or in any way related to the riding of bicycles and any other vehicles (whether propelled by the rider thereof, self-propelled, or otherwise) including, but not limited to: orientation and instructional session, transportation, performances, demonstration, accommodation and recreational activities in the recreation and event areas for the 2010 D-Day Mountain Bike Expo.

Assumption of Risk

I am aware that the 2010 D-Day Mountain Bike Expo involves risks, dangers and hazards. I am further aware that Mountain Biking involves risks, dangers and hazards in addition to those normally associated with bicycle riding. I acknowledge and accept that the Event Sponsor & Operator and their staff may fail to predict whether the terrain or recreational event area is safe for mountain biking. The terrain or recreational event area used for mountain biking is uncontrolled, in some areas unmarked, not inspected and involves many risk, dangers and hazards. They may include, but are not limited to: ice, snow; trees, tree wells and tree stumps; creeks; rocks; boulders; forest deadfall; holes and depression; cliffs variable conditions; crevasses; road banks; fences and other man-made structures; impact or collision with other riders; the failure to operate a bicycle safely or within one’s own ability or within designated areas; negligence of other cyclists; and negligence on the part of the Event Sponsor & Operator or their guides, volunteers and employees, including the failure to safe-guard or protect me from the risks, dangers and hazards of mountain biking and the 2010 D-Day Mountain Bike Expo. Communication in Lynn Woods Reservation is difficult and in the event of an accident, rescue and medical treatment may not be immediately available.

I am aware of the risks, dangers and hazards associated with the 2010 D-Day Mountain Bike Expo and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

*** Initial Here:** _____



Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of the Event Sponsor & Operator allowing me to participate in the 2010 D-Day Mountain Bike Expo and for the other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. To waive any and all claims that I have or may have in the future against the Event Sponsor & Operator and their directors, officers, employees, guides, agents, independent contractors, representatives, volunteers, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees") and to release the Releasees from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer as a result of my participation in mountain biking and this mountain bike event, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, on the part of the Releasees, and including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of mountain biking and participation in this mountain bike event referred to above;
2. To hold harmless and indemnify the Releasees from any and all liability for any property damage or personal injury to any third party resulting from my participation in mountain biking and this mountain bike event;
3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. That this Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Massachusetts without regard to the conflicts of the law principles thereof; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the State of Massachusetts and shall be within the exclusive jurisdiction of the Courts of the State of Massachusetts.

By entering into this Agreement I am not relying on any oral or written representation or statements made by the Releasees with respect to the safety of mountain biking, other than what is set forth in this Agreement.

I confirm that I have read and understood this Agreement prior to signing it, and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees.

* Sign: _____ Date: _____

If participant is below age of 18:

The undersigned hereby acknowledges that he or she is the legal guardian of the Participant whose name appears herein, that the undersigned has read the foregoing Agreement, and that by signing this Agreement on behalf of the Participant name below and himself or herself, the Participant named below and the undersigned agree to be bound by all of its terms

* Name of Participant (*Please print*): _____

* Parent's/Guardian's Signature: _____

* Parent's/Guardian's Name (*Please print*): _____



2010 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 _____
EVENT NAME _____
EVENT DATE(S) _____
RACE(S)/ACTIVITY(IES) ENTERED _____
CLUB/TEAM NAME _____
ANNUAL LICENSE # _____
RACING AGE (as of December 31, 2010) _____
NAME _____
ADDRESS _____
CITY _____ ST _____ ZIP _____
PHONE _____ E-MAIL _____
EMERGENCY CONTACT _____
EMERGENCY CONTACT PHONE _____

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 AND USA CYCLING, INC. (USAC), ITS ASSOCIATIONS (THE UNITED STATES CYCLING FEDERATION (USCF), NATIONAL OFF ROAD BICYCLE ASSOCIATION (NORBA), NATIONAL COLLEGIATE CYCLING ASSOCIATION (NCCA), U.S. PROFESSIONAL RACING ASSOCIATION (USPRO), AND BMX ASSOCIATION (BMXA)), AND USA CYCLING DEVELOPMENT FOUNDATION (USACDF), AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, CLUBS, SPONSORS, PROMOTERS 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.

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 CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN THIS EVENT,** whether as a rider, official, coach, mechanic, volunteer, 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,** the negligence of others 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 connection 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. 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 that drug testing may be conducted for athletes registered for this event and that the use of blood boosting or

substances prohibited by Releasees' rules would make me subject to penalties including, but not limited to, disqualification and suspension. I agree to be subject to drug testing if selected, and its penalties if I fail to comply with the testing or am found positive for the use of a banned substance.

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.

Signature of Entrant

AGE

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or 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 Guardian