

# 2023 Southeastern Lakes Scholastic Mountain Bike Association

## WAIVER AND RELEASE OF LIABILITY -- READ BEFORE SIGNING

In consideration of USA Cycling (USAC) &/or Southeastern Lakes Scholastic Mountain Bike Assn. allowing me to participate in any activity, event or series and all activities related to or connected with any event, activity, or series, including travel to and from (collectively the Event), whether through the issuance of an annual or one-day membership, and whether as a rider, official, coach, mechanic, volunteer, spectator, or otherwise, I, for myself, my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree as follows:

**1. Assumption of Risk. I am aware that cycling involves inherent risks**, including but not limited to those associated with man-made and natural jumps; collision with pedestrians, vehicles, other participants, animals, and fixed or moving objects; imperfect course conditions; surface hazards, including pot holes; equipment failure; inadequate safety equipment; use of equipment or materials provided by the Activity or Event organizer and others; and weather conditions. I fully understand that participating in the Activity or Event is an extreme test of a persons physical and mental limits and may involve the risk of serious injury or death, economic loss, property damage or loss that may result from my own actions, inactions or negligence, and also from the actions, inactions or **negligence of others**. I understand and voluntarily assume these risks.

**2. Release of Liability.** I hereby forever **release, waive, and discharge** Southeastern Lakes Scholastic Mountain Bike Assn. USAC, USA Cycling Development Foundation and each of their respective officers, directors, agents, employees, volunteers, independent contractors, members, clubs, officials, event directors, local associations, and affiliates as well as the Union Cycliste Internationale (UCI), sponsors, organizers, property owners, law enforcement agencies, and public entities, that are connected with the Practice, Activity or Event, and each of their respective officers, agents, employees, and volunteers, Southeastern Lakes Scholastic Mountain Bike Association, their officers, officials, directors, agents and/or employees, coaches, ride leaders, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity (collectively, "Releases") from **any and all claims that may arise out of or are related to my participation in the Event or Activity, including claims arising from the ordinary negligence of Releases.**

**3. Covenant Not to Sue and Indemnity Agreement. I will not make any claim against Releases** for injury, damage, death or any other loss arising from or related to my participation in the Practice, Activity or Event. I understand that if I attempt to sue Releases in violation of this agreement, **Releaseses may seek to recover all of their costs, including legal fees.** I agree to **indemnify, hold harmless, and defend** Releases from and against any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorneys fees, judgments, liens, indebtedness and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by me or any other person in any way connected to, related to, or arising out of my participation in the Practice, Activity or Event.

**4. Health.** I represent that I am in good health and proper physical condition to safely participate in the Practice, Activity or Event. I acknowledge that it is my sole responsibility to make such determination and that I am responsible for my own well-being at all times while participating in the Practice, Activity or Event. If I suffer any injury arising from the Practice, Activity or Event, I consent to the release of my name and medical information by any third party to Release and their insurance carriers.

**5. Rules; Regulations; Equipment.** I agree to be familiar with and abide by the rules and regulations established for a Practice, Activity or Event and I also agree that I am subject to, and shall abide by, the competitive rules, regulations, policies and Code of Conduct adopted by USAC as amended from time to time and published at [www.usacycling.org](http://www.usacycling.org) . I agree to ride and participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment and any equipment provided for my use. I will wear a helmet that complies with USAC rules and regulations and I assume all responsibility for the selection of such a helmet.

**6. Use of Information.** I understand that USAC may collect or receive my contact information in connection with this agreement, and use it to administer this agreement and for marketing purposes. I further acknowledge, agree and consent that (a) USAC and its designees may share this information with third parties who need access to this information to perform services on USACs behalf, (b) USAC ma also share this information with select marketing partners, and (c) USAC and its select marketing partners may use this information to contact me with information and offers believed to be of interest to me.

**7. Media Grant.** I grant to Southeastern Lakes Scholastic Mountain Bike Assn, USAC and its designees the right and license to use, copy, modify, broadcast, distribute, transmit, display, perform, present, create works and derivative works, and otherwise utilize my image, likeness, name, voice, comments or other personal information (collectively, Personal Attributes), in any manner or medium (whether now or hereafter existing), filmed, photographed or otherwise recorded or memorialized in any manner in connection with an Practice, Activity or Event, for any purpose whatsoever, without compensation or notice to or consent by me or any third party.

**8. Governing Law; Jurisdiction; Severability.** This agreement shall be governed by the laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the state of Colorado or any other jurisdiction). Any legal suit, action, or proceeding arising out of or relating to this agreement shall be instituted in courts of the State of Colorado located in Colorado Springs, El Paso County. If any provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement or invalidate or render unenforceable any other provision in any other jurisdiction.

**9. Medical Consent:** I hereby consent to Southeastern Lakes Scholastic Mountain Bike Association providing medical treatment to my child that may be deemed advisable in the event of injury, accident, and/or illness during this event.

**I have carefully read the foregoing and fully understand its terms. I attest that I am 18 years of age or older. I understand that I am giving up substantial rights, including my right to sue Releases for injuries resulting from the inherent risks of cycling and the ordinary negligence of Releases. I acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent permitted by law.**

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Emergency Contact Name

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Emergency Contact Number

**PARENTAL / LEGAL GUARDIAN CONSENT**

I attest that I am the parent or legal guardian of the minor participant named above. I have carefully read the foregoing and agree to all of the terms.

\_\_\_\_\_  
Printed Name of Parent/Guardian Signature of Parent/Guardian Date Rev 2/28/2023

## **Southeastern Lakes Scholastic MTB Assn Code of Conduct**

This policy is written with safety as the paramount concern for all athletes and families. As an organization that fosters development of student athletes, we hope to cultivate the philosophy of strong bodies, strong minds, strong character, and strong communities as part of our program

- In all we do at this youth event, we keep this in mind: we represent Strong Minds, Strong Character, Strong Communities, and the SLSMTB Association to each other and the outside world looking in;
- We agree that all those present with our group - adults, coaches and youth - are considered event participants and agree to abide by this covenant;
- We agree to be part of all scheduled activities at the event in conjunction with our coaches;
- For our own safety, we will stay with our ride groups at practice. At events, we will stay with a friend and not leave the team area without notifying a parent or coach;
- We understand that illegal activity, including underage drinking or use of illegal substances, by athletes or anyone under the age of 21 is prohibited both on and off site during the event;
- We will make sure that our parents and/or coaches know where we are at all times. We will not leave the event venue/grounds without an adult or adult's permission;
- We will report any illness or personal emergency to a coach. If we cannot find an SLSMTB coach or parent, or need additional help, we will go to an event host or the League for assistance;
- We understand that if we break or damage anything at the event, we are responsible for working with the venue or League to fully pay for the repair;
- We agree to be quiet and inside our camping quarters during the listed curfew time (unless we are with an adult and quiet);
- We understand that, by registering for an event or race, we agree to allow SLSMTB or the WI League to take pictures during the event and use them for promotional purposes;
- We agree not to do anything that would jeopardize the enjoyment or safety of the other participants, coaches, staff, families, or spectators at the race or venue;
- We agree to abide by the guidelines stated above and to help one another keep this covenant;
- If we choose not to follow the covenant, we understand and accept the consequences decided upon by our coaches and/or The WI League or NICA;
- We understand that SLSMTB reserves the right to refuse the opportunity to participate in SLSMTB programs to people whose behavior is dangerous or questionable.
- We understand it is important to respect coaches/adults while they are talking and giving instruction. We agree not to interrupt a coach/adult while they are talking and to follow instructions given;
- We understand it is REQUIRED to wear a helmet anytime we are on the bike;

- We will not bully or disrespect other teammates, coaches, adults, or spectators. We understand younger members look up to us as an example, and we will lead the team in our thoughts, words, and actions;
- We understand that, for our safety, wheelies are not allowed during published practice times.

Please review and sign. By signing this, you agree to uphold the policies and code of conduct set forth by SLSMTB. If you violate this Code, appropriate disciplinary actions will be enforced as outlined in this document.

### **LEVEL 1**

- Interrupting a coach
- Doing a wheelie/unsafe riding during published practice times or at any race venue
- Not following coach direction

**Disciplinary Action:** ride laps

**Parents notified:** first offense, no - second offense - yes

### **LEVEL 2**

- Riding without a helmet
- Bullying, name calling or unsportsmanlike conduct

**Disciplinary Action:** suspension from team to removal

**Parents notified:** yes

### **LEVEL 3**

- Any illegal activity

**Disciplinary Action:** suspension to removal from team

**Parents notified:** yes

**Youth**

**Signature** \_\_\_\_\_

**Parent/ Guardian**

**Signature** \_\_\_\_\_