Bib # _____ Category Entered _____

Event/Series Name HUNTSMAN 140 BIKE RIDE Event/Series Date(s) Saturday, June 15, 2019 Permit# 2019-549

Assumption of Risk, Release of Liability, Covenant Not to Sue and Indemnity Agreement

In consideration of USA Cycling ("USAC") allowing me to participate in any USA Cycling sanctioned event or series and all activities related to or connected with any event 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 Event organizer and others; and weather conditions. I fully understand that participating in the Event is an extreme test of a person's 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** 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 Event, and each of their respective officers, agents, employees, and volunteers (collectively, "Releasees") from **any and all claims that may arise out of or are related to my participation in the Event, including claims arising from the ordinary negligence of Releasees.**

3. **Covenant Not to Sue and Indemnity Agreement**. **I will not make any claim against Releasees** for injury, damage, death or any other loss arising from or related to my participation in the Event. I understand that if I attempt to sue Releasees in violation of this agreement, **Releasees may seek to recover all of their costs, including legal fees.** I agree to **indemnify, hold harmless, and defend** Releasees from and against any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's 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 Event.

4. **Health**. I represent that I am in good health and proper physical condition to safely participate in the 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 Event. If I suffer any injury arising from the Event, I consent to the release of my name and medical information by any third party to Releasees and their insurance carriers.

5. **Rules; Regulations; Equipment.** I agree to be familiar with and abide by the rules and regulations established for an Event. 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. I agree to be familiar with the Event course. 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. **Anti-doping**. I acknowledge that UCI Anti-Doping Rules and U.S. Anti-Doping Agency ("USADA") Protocol apply to me and that I must 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 up to disqualification and suspension. I agree to submit to the results management authority and processes 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.

7. **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 and 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.

I have carefully read the foregoing and fully understand its terms. I attest that I am 18 years of age or older (19 if in Alabama). I understand that I am giving up substantial rights, including my right to sue Releasees for injuries resulting from the inherent risks of cycling and the ordinary negligence of Releasees. 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	Signature of Participant	Date	Date of Birth

Emergency Contact Name	Emergency Contact Phone 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/Legal Guardian	Signature of Parent/Legal Guardian	Date