

**2006 GENERIC  
WAIVER, RELEASE AND INDEMNITY AGREEMENT**

**Note: read this document carefully. It has legal consequences.**

**Acknowledgment of release and legal consequences: I acknowledge that by signing this document, I am releasing WCA CLUB NAME its respective agents, employees, team members, sponsors, promoters and affiliates (collectively "releasees") from liability. This waiver and release is a contract with legal consequences that can be terminated by WCA CLUB NAME at anytime.**

**CONSIDERATION.** I am signing this Waiver, Release and Indemnity Agreement consideration of the permission extended to me by WCA CLUB NAME to participate in the sport of bicycle riding and racing as a member of WCA CLUB NAME. I acknowledge and accept that participating in the sport of bicycle racing and training as a member of WCA CLUB NAME is good and valuable consideration. My signing of this agreement and paying of dues are preconditions to my being allowed to participate as a member of WCA CLUB NAME.

**ACKNOWLEDGMENT OF DANGERS ASSOCIATED WITH BICYCLING.** I acknowledge that bicycle riding is an inherently dangerous sport and fully realize the danger of participating in a bicycle race. I FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION. Including, by way of example, and limitation, the following: the dangers of collision with pedestrians, vehicles, other racers, including other team members and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, THE "RELEASEES" OWN NEGLIGENCE, and weather conditions. I recognize that, by participating in the sport of bicycle riding and racing, I am exposing myself to the possibility of serious physical and/or mental injury including death.

**UNCONDITIONAL WAIVER OF CLAIMS.** For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "successors"). I HEREBY WAIVE, RELEASE, DISCHARGE, ALL OF THE RELEASEES FROM ANY AND ALL CLAIMS relating to my participation in the sport of bicycle riding and racing as a member of WCA CLUB NAME. This INCLUDES CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE, Which I have or which may hereafter accrue to me and agree to hold the releasees harmless from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in the sport of bicycle riding and racing of association with WCA CLUB NAME.

**COVENANT NOT TO SUE.** I agree never to institute any suit or action at law or claim for relief against WCA CLUB NAME its officers, agents, servants, employees, all "releasees" and agree not to initiate or in any way assist the prosecution of any claim of damages or cause of action which I or my successors hereafter may have by reason of injury to me or to my property arising from the activities contemplated by this Agreement.

**INDEMNITY AGAINST THIRD PARTY CLAIMS.** I will indemnify, save and hold harmless WCA CLUB NAME its officers, agents, servants, employees, "releasees" and team members from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from my acts or omissions while engaged in the activities contemplated by this Agreement.

*(continued on reverse)*

**MY RESPONSIBILITIES.** As a member of WCA CLUB NAME I agree it is my sole responsibility to be familiar with the bicycle race courses, the release rules, any rules of cycling associations sanctioning races in which I participate and any special regulations for bicycle races. I understand and agree that situations may arise during a bicycle race, which may be beyond the immediate control of the race officials or organizers, and I must continually ride so as to neither endanger others or myself and to not jeopardize my sponsor's namesake. I accept responsibility for the condition and adequacy of my competition equipment. I will wear a helmet at all times while riding my bicycle, which satisfies the requirements of the United States Cycling Federation (USCF), American Bicycle Racing (ABR). American Track Racing Association (ATRA) as well as other independent bicycle racing federations that sanction bicycle racing events. I assume all responsibility and liability of such helmet. I have no physical or medical condition which, to my knowledge, would endanger others or myself if I participate in the sport of bicycle riding and racing as a member of WCA CLUB NAME, or would interfere with my ability to participate in the sport of bicycle riding and racing as a member of WCA CLUB NAME.

**ACKNOWLEDGMENT OF BINDING CONTRACT.** I agree, for myself and my Successors, that the above covenants are contractually binding, and are not mere recitals, and that should I or my Successors assert my claim in contravention of the Agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or as consent to any subsequent waiver or modification.

I hereby certify that I have read this document. I understand its content and accept all rights and responsibilities created herein.

Today's Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of team member

\_\_\_\_\_  
Printed name of team member

### **CONSENT AND RELEASE OF PARENT OR GUARDIAN**

I am the parent or guardian of \_\_\_\_\_ (Child). My Child is fit for to participate in the sport of bicycle riding and racing as a member of WCA CLUB NAME, and I consent to my Child's participation. I HAVE READ AND I UNDERSTAND THE WCA CLUB NAME WAIVER, RELEASE AND INDEMNITY AGREEMENT. In consideration of allowing my Child to participate in the sport of bicycle riding and racing as a member of WCA CLUB NAME, I consent to it and agree that ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD, my 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 attorney's fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's participate in the sport of bicycle riding and racing as a member of WCA CLUB NAME, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or others. 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 sport of bicycle riding and racing as a member of WCA CLUB NAME.

\_\_\_\_\_  
Signature of parent or guardian

\_\_\_\_\_  
Printed name of parent or guardian