

DAVIS BIKE CLUB JUNIOR DEVELOPMENT PROGRAM (DBC- JDP)

ACCIDENT WAIVER AND RELEASE OF LIABILITY

I acknowledge that participation in the Davis Bike Club Junior Development Program constitutes participation in fitness cycling and bicycle racing, both of which often result in an extreme test of a person's physical and mental limits and carry with them the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletes, but are also present for volunteers. I hereby assume all of the risks of participating &/or volunteering in this group and the events that it may host/support. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. I certify that I am physically fit, have sufficiently trained for participation in the program and have not been advised otherwise by a qualified medical person. I acknowledge that this DBC-JDP Accident Waiver and Release of Liability (AWRL) form will be used by the sponsoring club (DBC), event holders, sponsors, and organizers in events in which I may participate and that it will govern my actions and responsibilities at said events. In consideration of my application and permitting me to participate in this program, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assign as follows:

(A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me or my traveling to and from events affiliated with this program, the Davis Bike Club & Davis Bike Club Race Team, its officers and members, and THE FOLLOWING ENTITIES OR PERSONS:

their directors, officers, employees, volunteers, representatives, and agents, the program coordinators and related event holders, event sponsors, event directors, event volunteers, and event officials (collectively Releasees);

(B) Indemnify and Hold Harmless the entities 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 the sponsors of this program and related events, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and

properties, and their respective agents, officials, and employees through or by which the events will be held, (the foregoing are also collectively deemed to be releasees) FROM ANY and all rights and CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEE'S OWN NEGLIGENCE 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 program events."

I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during the events associated with this program should such a perceived need arise.

I understand that at these program events or related activities I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the program promoters, event holders, producers, sponsors, organizers and/or assigns. This NAWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I hereby certify that I have read this document and I understand its content.

(PLEASE PRINT CLEARLY)

Name _____ Address _____

City, State, Zip _____ Phone (____) _____ Age _____

Insurance Carrier _____ Policy# _____ Med. Record # (if app.) _____

Known Allergies _____ Blood Type _____

Who to notify in case of emergency _____

Phone# of emergency contact (____) _____

Signature of program Participant _____ Date _____

PARENT OR GUARDIAN WAIVER FOR MINORS (Under 18 years old). The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Signature of parent or guardian of minor

_____ **Date** _____