

El Paso Cyclists Club Waiver Form

EP Cyclists Club Assumption of Risk, Release of Liability, Covenant Not to Sue and Indemnity Agreement. This document is derived from the USA Cycling Waiver Form to insure consistency.

Please Read & Agree to the Below

Date:

Format: Day/Month/Year 26/04/24

Participant:

Last Name, First Name MI

E-Mail Address

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

In consideration of EP Cyclists Club ("EPCC") allowing me to participate in any EPCC sanctioned event, and all activities related to or connected with such an event, including travel to and from an event (collectively an "Event"), whether as a rider, volunteer 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 and/or participation in an Event, involve inherent risks, including but not limited to collision with pedestrians, vehicles, other participants, animals, and fixed or moving objects; imperfect course conditions; surface hazards, including potholes; equipment failure; inadequate safety equipment; use of equipment or materials provided to me by others; those associated with man-made and natural surfaces; sickness or disease (including communicable disease); and weather conditions. I fully understand that participating in an 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 actions, inactions or negligence, and also from the actions, inactions or **negligence of others**.

2. Release of Liability. I hereby forever **release, waive, and discharge** EPCC, and each of their respective officers, directors, agents, employees, volunteers, independent contractors, members, clubs, officials, event directors, local associations, sponsors and affiliates as well as the USA Cycling and UCI, sponsors, organizers, property owners, law enforcement agencies, local governments, and other public entities, connected with an Event, and each of their respective officers, agents, employees, and volunteers (collectively, "Releasees") from **any claims that may arise out of or are related to my participation in an 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 an Event. I understand that if I sue Releasees, **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 actions, causes of action, claims, charges, demands, losses, damages, costs, attorneys fees, judgments, liens, indebtedness, and liabilities of every kind, whether known or unknown, including foreseen or unforeseen bodily injury 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 an Event.

4. Health and Medical Treatment. I represent that I am in good health and proper physical condition to participate in an Event safely. I acknowledge that it is my responsibility to make such determination and that I am responsible for my well-being while participating in an Event. I consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in an Event, and to the release of my name and medical information by any third party to Releasees and their insurance carriers. I understand and agree that I am solely responsible for all costs related to such medical treatment.

5. Rules; Regulations; Equipment. As a condition of participation, I hereby agree to be bound and abide by EPCCs rules, regulations, and policies, including those contained in the USAC Safe Sport Program, Code of Conduct and Bylaws adopted by EPCC and as amended from time to time and published. I further agree to be familiar with and abide by the rules and regulations established for an Event, to be familiar with the Event course, and to ride and participate to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment and any equipment provided by others for my use. I will wear a helmet that complies with USAC regulations, and I assume all responsibility for the selection of such a helmet. I will ensure to use appropriate front and rear lighting devices while riding in dim and dark Events.

6. Use of Information. I understand that EPCC may collect or receive my contact information in connection with this agreement, and use it to administer this agreement and for EPCC Event purposes. I further acknowledge, agree and consent that (a) EPCC and its designees may share this information with third parties who need access to this information to perform services on EPCCs behalf.

7. Media Grant. I irrevocably grant and license to EPCC and its affiliates, the right to capture and use my image, likeness, name, voice, comments or other proprietary or public rights in any broadcast, telecast, photograph, video, or audio sound recording taken in connection with an Event, without compensation, for all purposes, including any commercial use so long as such use does not imply my endorsement of any company, product or service.

8. Governing Law; Jurisdiction; Severability. This agreement shall be governed by and construed under the laws of Texas, without regard to its choice of law rules. Any legal suit, action, or proceeding arising out of or relating to this agreement shall be instituted in the federal court located in El Paso, Texas, or state courts located in El Paso, Texas and El Paso County. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. 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.

Sign & Agree

Full Name (First Name MI Last Name) Typed Serves as Signature

I have carefully read the preceding and 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 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. I intend my signature to be a complete and unconditional release of all liability to the greatest extent permitted by law.

I acknowledge and agree that as a member or non-member of EPCC I am bound by and will comply with EPCC's [Bylaws](#), [Code of Conduct](#), and USA Cycling's [Safe Sport Program](#).

• Form Instructions:

- ***Fill out all information on this form and check each of the waiver items.***
- ***Save this document as EPCC_WF_Your Last Name_Your First Name.***
- ***Upload or e-mail the filled out document to the EPCC Website or designated EPCC Ride Leader***