



**AGREEMENT FOR PARTICIPATION AND WAIVER
& RELEASE OF LIABILITY**

Utah High School Cycling League
National Interscholastic Cycling Association
12217 Lone Peak Parkway
Draper, UT 84020
(801)502-8516
www.utahmtb.org

Athlete's or Volunteer's Printed Name: _____ **Date of Birth:** _____ **Phone:** _____

Team/School/Organization (List both if they are different): _____ **Season Year:** _____

I, the athlete or volunteer named above, want to participate in Events described in this Agreement for Participation and Waiver of Liability. In exchange for and in consideration of the Utah High School Cycling League (an affiliate league of the National Interscholastic Cycling Association) allowing me to attend and participate in these Events, I agree to the terms and conditions set forth below.

1. Definitions. (A) "Utah League" means Utah High School Mountain Biking, Utah nonprofit corporation doing business as the Utah High School Cycling League. (B) "NICA" means the National Interscholastic Cycling Association. (C) "Events" refers to the Utah League practices, races, trail work, and other activities sponsored, controlled or organized by the Utah League and/or NICA during the Season Year identified above. (D) "Released Parties" means (i) the Utah League and NICA, their respective officers, directors, employees and agents, as well as any person or entity the Utah League and/or NICA have agreed to indemnify as to claims made by Event participants (such as, but not limited to owners of property on which any event may occur). (E) "Agreement" means this Agreement for Participation and Waiver & Release of Liability. (F) "Participant" is used to refer jointly to athletes and volunteers.

2. Fitness. I represent and warrant that I have sufficient experience with mountain biking, and that I have a sufficient level of fitness and health to participate in the Events, and that I have no health condition or physical condition that would endanger others. I confirm that I am aware that other groups offers recreational activities that are not as physically demanding and challenging as the Events that the Utah League offers.

3. Equipment. I acknowledge and agree that it is my responsibility to provide, utilize and maintain the bike, helmet, equipment, clothing and other accessories necessary for my safe participation in the Events. I agree to wear a helmet, which satisfies the requirements of the Utah League and NICA racing rules and regulations, the purpose of which is to help protect against serious head injury, and I assume all responsibility and liability for the selection of such a helmet.

4. Rules. I agree to abide by all Utah League rules and regulations. I agree to ride and otherwise participate in a manner that will not endanger myself or others. I agree that if I observe any unusual hazard related to an Event, I will remove myself from participation and bring the hazard to the attention of the Utah League immediately.

5. Insurance. I represent and warrant that I currently have, and shall maintain, throughout the time that I train for and participate in Events, valid and sufficient insurance (medical, accident, disability and/or life) to protect my and my family's interests. Or if I do not, I hereby affirm that I have expressly and voluntarily chosen not to do so. I acknowledge that the Utah League is not an insurance company, that the Utah League does not offer insurance policies to Participants, and that the recovery of some or all expenses that I might incur if I am injured while participating in an Event.

6. Indemnification. I agree to be responsible for bearing any and all costs, expenses and damages sustained by me (or those who depend upon me, or who are responsible for me) that arise out of or related to any claim released by the Agreements. As such, I hereby agree to HOLD HARMLESS, DEFEND and INDEMNIFY the Released Parties

(that is, defend and pay any judgments or costs, including investigation costs and attorneys' fees) from any and all claims of mine-and of any spouse, parent, guardian, child, heir, representative or assign of mine-arising from loss or damages (be it property or personal-injury related) due to my attendance at or participation in an Event.

7. Knowledge of Risks. The organizers of the Events strive to provide a place for mountain bike training, practicing and racing, but want to ensure you understand that while some of the risks of mountain biking can be reduced, the very nature of mountain biking makes it impossible, and undesirable, to eliminate all of the risks involved – thus injuries can and do result from such risks of participation. The organizers of the Event want you to understand that MOUNTAIN BIKING IS AN ACTIVITY THAT INVOLVES A LEVEL OF DANGER AND THAT INJURIES CAN AND DO OCCUR. I acknowledge that I know that given the nature of the sport, mountain biking is an activity that carries with it significant risk of serious personal injury. I know there are natural, man-made, mechanical and environmental conditions and risks, as well as the Released Parties' negligence, my own negligence and the negligence of others, that independently or in combination can result in participants in the Events sustaining injury (including permanent disability, mental-injury, or paralysis), or in rare situations, sustaining injuries that result in death. I acknowledge that I have taken advantage of the opportunity to learn about the risks associated with mountain biking and the Events or that I hereby voluntarily forgo that opportunity. I have either familiarized myself with the locations at which Events will be held generally, and the race courses specifically, or hereby voluntarily forgo that opportunity. Before participating in any of the races included in the Events, I will inspect the course, and will not participate in the race, if I believe the course is unsafe, or beyond my abilities, and I will inform the race director of that decision, and my reasons for that decision, prior to the race.

8. Acceptance of Risks. I hereby accept and assume all risks associated with attending and/or participating in the Events, and I acknowledge that I alone am responsible for my personal safety. I agree to accept all responsibility for the risks, conditions and hazards which may exist during the Events, whether or not I at this time know of or foresee the specific risk, condition or hazard that results in the injury.

9. Waiver & Release of Liability; My Responsibility for Expenses. I hereby WAIVE ALL CLAIMS (except as expressly indicated in this paragraph) I may in the future have against any of the Released Parties relating in any way to personal injuries or death I sustain due to my attendance at or participation in any of the Events. I specifically RELEASE and DISCHARGE, in advance, the Released Parties from any and all liability that may arise out of any Released Party's NEGLIGENCE or carelessness in association with any Event (including but not limited to negligent rescue attempts, course design, or equipment selection) but I do not by this Agreement waive, release or discharge any claims for

