



Agreement to Participate and Release of Liability

National Interscholastic Cycling Association
805 Camelia St.
Berkeley, CA 94710
(510) 524-5464
www.nationalmtb.org

The undersigned hereby acknowledge that by signing this Agreement, they are assuming risks and agreeing to indemnify, not to sue, and agreeing to release from liability the National Interscholastic Cycling Association (hereinafter "NICA"), its chapters, subsidiaries, affiliates, officers, officials, agents, employees, coaches, leaders, instructors, volunteers, agents, sponsoring agencies, sponsors, members, participants, clubs, teams, riders and if applicable, owners and lessor's of premises used for activities (hereinafter collectively referred to as "Releasees"). It is further understood that the undersigned are giving up substantial legal rights.

In consideration of my voluntary participation in mountain biking events, the undersigned voluntarily makes the following agreements. The undersigned acknowledge that the sport of cycling, specifically mountain bicycling, is an inherently dangerous sport, including but not limited to dangers associated with man made obstacles or natural surface hazards, trees, logs, vegetation, water, pot holes, rocks, cold weather, extreme heat, rain, other bicycles, other riders, pedestrians, vehicles, fixed or moving objects, equipment failure, inadequate safety equipment, and use of equipment or materials provided. Safety equipment includes the use of a safety helmet, which the undersigned have selected and which satisfies the requirements of NICA, to protect against serious head injury.

The undersigned ACKNOWLEDGE AND FULLY ASSUME THE RISKS associated with participating in activities, as listed above and including the Releasees' own negligence and the negligence of others. The undersigned fully understand that mountain biking activities include the potential for serious physical injury, permanent paralysis and/or mental injury, disability or death, loss or damage to person or property associated with presence or participation in the activity. The undersigned understand that particular skills, equipment and personal discipline may reduce the risks, but that risk of serious injury exists.

The risks include, among other things: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including trail irregularity, equipment failure, inadequate safety equipment, use of equipment provided by NICA or others; dangers associated with man-made and natural jumps and stunts; motor vehicle accidents; the releases own negligence; the negligence of others; weather conditions; the possibility of serious physical and/or mental trauma or injury, or death associated with this program; slipping and falling; falling objects; water hazards; drowning; exhaustion; exposure to temperature and weather extremes which could cause: hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life.

On behalf of self, spouse, heirs, executors, administrators, legal representatives, assignees, and successors in interest (hereinafter collectively "Successors"), the undersigned hereby RELEASE, INDEMNIFY AND HOLD HARMLESS the Releasees. The undersigned hereby waive any and all rights and claims, including claims arising from the Releasees' own negligence, which the undersigned has, or which may hereafter accrue, and from any and all damages which may be sustained by the undersigned directly or indirectly in connection with, or arising out of, participation in or association with the events, including any activities incidental thereto, wherever or however the same may occur.

The undersigned participant agrees that it is their sole responsibility to be familiar with the event course and agenda and the Releasees' rules and any special regulations for the event. The undersigned agree to comply with Releasees' rules and regulations/stated and customary terms and conditions for participation. The undersigned participant agrees to ride and otherwise participate so as to neither endanger myself nor others. If the undersigned participant observes any unusual significant hazard during my presence or participation, the participant will remove themselves from participation and bring to the attention of NICA, said hazard immediately. The undersigned participant accepts full responsibility for the condition and adequacy of my equipment or any equipment provided for use. The undersigned participant agrees to wear a helmet, which satisfies the requirements of Releasees' racing rules and regulations, the purpose of which is to protect against serious head injury, and the undersigned assume all responsibility and liability for the selection of such a helmet.

The undersigned participant hereby certifies that I have no physical or medical condition which would endanger myself or others, or interfere with my ability to safely participate in this event.

The undersigned agree, for self and successors, that the above representations are contractually binding, and are not mere recitals. The undersigned understand that if claims are made against Releasees that the undersigned will be responsible for any costs and fees incurred by Releasees in defending the claims.

This Agreement may not be modified in any way, and not orally. This Agreement shall be effective for injuries now or which may hereinafter occur in the future, whether known or unknown.

The undersigned hereby agrees to hold harmless any and all Releasees, from any liability for ordinary negligence.

The undersigned hereby expressly agree that this Release and Waiver is intended to be as broad and inclusive as permitted by the laws of the State of California and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read the above carefully before signing and understand its terms, including giving up substantial legal rights.

_____	_____	_____	_____
Dated	Signature of Participant	Printed Name	Date of Birth
_____	_____	_____	_____
Home Phone #	Team/School (list both if they are different)	League	

CONSENT AND RELEASE OF PARENT OR LEGAL GUARDIAN

I am the parent or legal guardian of _____ (Participant). My child is fit for participation in the sport of mountain biking. I have read and understand the above Agreement, and agree to the Release of Liability as set forth above. In consideration of allowing my child to voluntarily participate, I consent to the Agreement and its terms shall likewise be binding on me, my child, my heirs, legal representatives and assignees. I hereby, for myself, my child and my heirs, HEREBY RELEASE, INDEMNIFY, and HOLD HARMLESS the Releasees, whether or not arising from the negligence of the Releasees.

I hereby release for myself and my child, and shall defend, indemnify and hold harmless the Releasees from any and all claims of liability that I or my child may allege against Releasees, (including reasonable attorneys fees and costs), as a direct or indirect result of injury or death due to my child's participation in the activities offered by Releasees, whether caused by the negligence of the Releasees or others.

I have read the above carefully before signing and understand this waiver.

_____	_____	_____
Dated	Signature of Parent or Legal Guardian	Printed Name