

Accident Waiver / Release of Liability

ACCEL Cycling Team

AGREEMENT TO PHYSICAL TRAINING, MOUNTAIN BIKE RIDING, & GENERAL PHYSICAL FITNESS WORKOUTS

IMPORTANT: THIS IS A LEGAL DOCUMENT; PLEASE READ IN FULL AND UNDERSTAND BEFORE SIGNING

You/ your minor child (if applicable) may be hurt using the facilities and equipment of ACCEL Cycling, Jason Ranoa, & any staff or volunteers employed and/or contracted by ACCEL Cycling Team. If you are unwilling to assume all the risks of your/your minor child's use of the Facilities, DO NOT sign this document, in which case you will NOT be authorized to use the Facilities, receive any type of training, or ride your bike with the ACCEL Cycling Team. If you sign this document, BUT make any alterations to it, you are NOT authorized to use the Sports Facilities or participate in any activities, training, riding, or any fitness Physical workouts!

FIRST NAME _____ LAST NAME _____
MI _____ SEX _____ Email: _____
STREET _____ AGE _____
DOB _____
CITY _____ STATE _____ ZIP _____
PHONE (day) _____ (eve) _____
EMERGENCY CONTACT NAME: _____
PH# _____

1. Assumption of Risks. I, for myself, or as the parent/legal guardian of the participating minor child whose name is listed below ("_____"), wish to use the ACCEL Cycling Team facilities, and may engage in one or more activities listed, including, without limitation, physical training, biathlon, cross-country skiing, ski archery, shooting, running, cycling, tubing, mountain biking, and related use of training equipment including, skis, roller skis, roller blades, weight equipment, air rifles, and .22 caliber rifles (collectively, the "Sports"). I understand that the Sports are high-speed action and adventure sports that involve many inherent risks and dangers, and that using the ACCEL Cycling Team Facilities or participating in the Sports may put me/my minor child at risk of serious injury or illness. These dangers include, but are not limited to: use of ski lifts and tows; collision with structures and devices; risk-creating weather conditions and variations in terrain; accidents by other users of the ACCEL Cycling Team Facilities; failure to follow safety procedures, or to stay within ability or control; and limits or defects in the Sports Facilities. I am also aware that hazards may exist throughout the ACCEL Cycling Team Facilities. I understand that mountain biking is an inherently dangerous sport and that I or my child may be hurt during may put me or my child at serious risk of injury or illness. Obstacle and terrain may be unmarked and occur without warning, and that helmets, safety equipment, proficiency checks, supervision and enforcement of rules do not and cannot guarantee my/my minor child's safety. I am/my minor child is able to perform the essential functions required to use the ACCEL Cycling Team and/or other Sports and I/my minor child is freely and voluntarily participating in the Sports and the use of the ACCEL Cycling Team Facilities. I REPRESENT AND WARRANT THAT I HAVE READ AND UNDERSTOOD THIS DOCUMENT, AM OF SOUND MIND, HAVE LEGAL AUTHORITY, AND FREELY ACCEPT AND ASSUME THE RISK THAT I/MY MINOR CHILD CAN SUFFER PROPERTY DAMAGE, ILLNESS, SEVERE PERSONAL INJURY OR EVEN DEATH BY USING THE SPORTS FACILITIES OR PARTICIPATING IN THE SPORTS, not only in the ways described above, but also in ways that are unknown and unexpected, even if I follow/my minor child follows instructions or advice.

2. Consent to medical treatment. If I am unable to consent at the time, due to injury, illness or absence, I hereby consent to administration of first aid and other emergency medical treatment for such injury or illness that occurs during my/my minor child's use of the ACCEL Cycling Team bootcamp physical training, or any events mentioned herein to include Sports. I have/my minor child has adequate health insurance or

resources to cover the costs of treatment in case of any such injury or illness. I agree to refrain/cause my minor child to refrain from and not to be impaired by the use of alcohol or any controlled substance (except as medically authorized) while using the ACCEL Cycling Team Facilities or participating in the Sports. If any provision herein is found to be unenforceable, it shall not effect the validity of any other provision hereof.

3. Waiver, Release and Indemnification. I understand and agree that none of the Accel Cycling Team, employees, staff, volunteers, Jason Ranoa, , or contractors are insurers of my/my minor child's conduct. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE THE AFFILIATES AND ALL OF THEIR TRUSTEES, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME/MY MINOR CHILD OR LOSS OR DAMAGE TO ANY PROPERTY BELONGING TO ME/MY MINOR CHILD, WEATHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE, ARISING OUT OF OR RELATED TO MY/MY MINOR CHILD'S USE OF THE SPORTS FACILITIES OR PARTICIPATION OF THE SPORTS. I ALSO AGREE THAT, IN THE EVENT THAT ANY PERSON BRINGS ANY CLAIM OR ACTION, INDIVIDUALLY, OR ON BEHALF OF MY MINOR CHILD, RELATED TO ANY INJURY OR LOSS SUFFERED BY MY MINOR CHILD AS A RESULT OF MY MINOR CHILD'S USE OF THE ACCEL CYCLING TEAM FACILITIES OR PARTICIPATION IN THE SPORTS, THAT I WILL IMDEMNIFY THE RELEASEES AGAINST HEIRS, ADMINISTRATORS AND EXECUTORS FOREVER.

PRINT NAME & DATE OF BIRTH OF PARTICIPANT: PRINT NAME OF PARENT/GUARDIAN:
(if younger than 18)

Circle how related to participant: Parent / guardian

ParticipantName _____

GuardianName: _____

SIGNATURE OF PARTICIPANT: _____

SIGNATURE OF PARENT/ GUARDIAN: _____

Date: _____