

# ***ECHELON SANTA BARBARA MEMBER'S RELEASE FORM***

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING ECHELON SANTA BARBARA (THE "CLUB") AND ITS RESPECTIVE OFFICERS, DIRECTORS, INSTRUCTORS, AGENTS, EMPLOYEES, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASES") FROM LIABILITY. THIS RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.

In consideration of membership in the Club, I hereby freely agree to and make the following contractual representations and agreements:

I acknowledge that cycling is an inherently dangerous sport and fully realize the dangers of participating in bicycle training rides, instruction and races and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limited to the following: the dangers of collision with pedestrians, vehicles, other riders or racers, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, THE RELEASES' OWN NEGLIGENCE, and weather conditions; danger of medical emergencies such as heart attack, stroke or heat stroke; and the possibility of serious physical and/or mental trauma, injury or death associated with athletic cycling training and competition.

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 Releases and the sponsors of the Club or any Club related cycling event or the event's organizer or any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, officials, officers, directors and employees through or by which the events will be held, (the foregoing are also collectively deemed to be Releases). FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' 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 Echelon Santa Barbara and any Echelon Santa Barbara related event.

I understand and agree that situations may arise during the training rides, instruction and races which may be beyond the immediate control of the club or race officials or organizers, and I must continually ride so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment. I will wear a helmet on all training and instruction rides and races which satisfies the requirements of the USCF Racing Rules or Regulations and that can protect against serious head injury, and assume all responsibility and liability for the selection of such helmet. I have no physical or medical conditions which to my knowledge would endanger me or others if I participate in these events, or would interfere with my ability to participate in these events.

I agree for myself and my successors, that the above representations are contractually binding and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision or as a consent to any other provision or as a consent to any subsequent waiver or modification.

Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Today's date \_\_\_\_\_ Age \_\_\_\_\_

Name (Print) \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

## **Consent and release of Parent or Guardian (all applicants under 18)**

I am the parent or guardian of \_\_\_\_\_ (Child). My child is fit for the training, instruction, and racing events of the Club, and I consent to my Child's participation. I HAVE READ AND I UNDERSTAND THE ATHLETE'S COMPETITION AND RELEASE AGREEMENT. In consideration of allowing my child to participate, I consent to it and agree that IT'S TERMS SHALL LIKEWISE BIND ME, MY CHILD, my heirs, legal representatives, and assignees. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASES FROM EVERY CLAIM AND ANY LIABILITY that I or my Child may allege against the Releases (including reasonable attorney's fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's participation in activities of the Club, WEATHER CAUSED BY THE NEGLIGENCE OF THE RELEASES or others. I PROMISE NOT TO SUE RELEASES on my behalf or on behalf of my child regarding any claim arising from my Child's participation in the Club.

Date \_\_\_\_\_

\_\_\_\_\_

Signature of parent or guardian