

NORTHERN CALIFORNIA VELODROME ASSOCIATION Release Form (Rev. 12/10)

DATE _____

NAME _____

CITY _____ STATE _____

E-MAIL _____

EMERGENCY CONTACT _____

EMERGENCY CONTACT NUMBER _____

In consideration for my use and access to the Velodrome, I hereby agree to the releases, waivers, and promises set forth below in connection with any use of, access to, or presence in, at, and around the Hellyer Park Velodrome (Velodrome), as to past, present and future activities and uses of the Velodrome. **I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY THE FOLLOWING: NORTHERN CALIFORNIA VELODROME ASSOCIATION (NCVA), USA CYCLING, INC. (USAC), UNITED STATES CYCLING FEDERATION (USCF), AMERICAN TRACK RACING ASSOCIATION (ATRA), THE COUNTY OF SANTA CLARA, AND THEIR RESPECTIVE AND RELATED AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, SUPERVISORS, OFFICERS, DIRECTORS, CLUBS, SPONSORS, PROMOTERS, ORGANIZERS, AND AFFILIATES, AND THOSE PUBLIC ENTITIES, PUBLIC EMPLOYEES AND OFFICERS, AND THEIR AGENTS AND EMPLOYEES AFFILIATED WITH THE VELODROME (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ANY AND ALL ACTIVITIES AT AND AROUND THE VELODROME. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING. I FREELY AGREE AND ACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN ANY ACTIVITIES AT THE VELODROME, whether as a rider, official, coach, mechanic, volunteer, spectator, or otherwise, and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation: dangers associated with man made and natural obstacles; the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment or materials, THE RELEASEES' OWN NEGLIGENCE, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with any activities at the Velodrome. 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 Releasees FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES'**

OWN NEGLIGENCE, which I have or which 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 the Velodrome, or travel to or return from the Velodrome. I agree it is my sole responsibility to be familiar with the Velodrome rules, and I agree to comply with all such rules. I understand and agree that situations may arise which may be beyond the control of the Releasees, and I must continually ride and otherwise participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, and equipment provided for my use, and my conduct. I will wear a helmet which satisfies the requirements of the USCF's rules, and I assume all responsibility and liability for the selection of such a helmet and any other protective equipment. I have no physical, mental, or medical condition which would endanger myself or others if I participate in activities at the Velodrome, or would interfere with my ability to safety participate. 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 a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including attorney's fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from activities referred to herein. Every term and provision of this contract 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.

Signature of Entrant

AGE

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of _____ (Child). My Child is fit for the activities described above, and I consent to my Child's participation at and around the Velodrome. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD**, my heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable attorney's fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation at and around the Velodrome, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. I **PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the event.

Signature of Parent or Guardian

PLEASE CHECK THE BOX AND MAKE SURE YOU HAVE SUPPLIED AN E-MAIL ADDRESS IF YOU WOULD LIKE TO BECOME A MEMBER OF THE NCVA. NCVA MEMBERSHIP ALLOWS YOU TO VOTE FOR THE NCVA

County of Santa Clara California

Public Services Agency
Parks and Recreation
298 Garden Hill Drive
Los Gatos, California 95030
(408) 358-3741, Reservations 358-3751



EMA / PSA PARKS & RECREATION DEPARTMENT

Permit Number _____

Amount Collected \$ _____

THE UNDERSIGNED REQUESTS PERMISSION TO USE THE SANTA CLARA COUNTY BICYCLE TRACK IN COYOTE RIVER PARK NEAR HELLYER AVENUE, SAN JOSE, CALIFORNIA. AS CONSIDERATION FOR PERMISSION TO USE SAID TRACK, THE UNDERSIGNED HEREBY RELEASES AND DISCHARGES THE COUNTY OF SANTA CLARA, THE AGENTS AND EMPLOYEES OF THE COUNTY OF SANTA CLARA, THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA, THE UNITED STATES CYCLING FEDERATION, INCORPORATED, THE SPONSORING BICYCLE CLUB, THE RACING OFFICIALS, COLLECTIVELY AND INDIVIDUALLY, FROM ANY AND ALL DAMAGES AND INJURIES WHICH MAY BE SUSTAINED OR SUFFERED BY ME IN CONNECTION WITH MY USE OF THE SANTA CLARA COUNTY BICYCLE TRACK WHETHER THE SAME BE USED BY ME FOR RACING, TRAINING OR RECREATIONAL PURPOSES.

PLEASE PRINT

NAME _____ AGE _____

ADDRESS _____

CITY _____ STATE _____ ZIPCODE _____

PHONE NUMBER _____ DATE _____

PARENT / GUARDIAN'S SIGNATURE (for minor) _____

APPLICANT'S SIGNATURE _____

PERMISSION TO USE THE ABOVE FACILITY IS HEREBY GRANTED SUBJECT TO THE CONDITIONS EXPRESSED ABOVE FOR THE PERIOD OF _____ to _____

SIGNED _____