

## **Rock and Rut Mountainbike Club**

### **Membership 2019**

#### **Event Assumption of Risk, Declaration, Waiver, Indemnity and Release Form**

In consideration of the issuance of a license to me by one or more Releases' or the acceptance of my application for the Rock and Rut Mountainbike Club membership 2019, regulated by or associated with the NCF, I hereby freely agree to and make the following contractual representations and agreements:

#### **1. Assumption of risk**

1.1 I acknowledge that I have been advised that and am aware that participation in any event hosted or organized by Rock and Rut Mountainbike Club "the Club" involves significant risks of injury, trauma, harm and damage to me, my property, other participants, spectators and other persons attending or in the vicinity of the event and with this knowledge I voluntarily participate in the event fully accepting all such risks if they arise which may result in personal injury, death and damage.

1.2 I acknowledge that cycling is an inherently dangerous sport and fully realize the dangers of participating in this event, 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 jumps; 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 provided by the event organizer and others, the Releases' 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 the event, for myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "successors").

#### **2. Representations and Warranties**

2.1 I agree it is my sole responsibility to be familiar with the event course and agenda, the Releases' rules, and any special regulations for the event and agree to comply with all such rules and regulations.

2.2 I have read it carefully before signing, and I understand what it means and what I am agreeing to by signing.

2.3 I have no physical or medical condition which would endanger myself or others if I participate in this event.

2.4 I understand and agree that situations may arise during the event which may be beyond the control of the Releases' 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, any equipment provided for my use, and my conduct in connection with this event. I will wear a helmet which satisfies the requirements of the Releases' racing rules or regulations and that can protect against serious head

injury, and assume all responsibility and Page | 2 [Rock and Rut Mountainbike Club - Indemnity Form – 2019] liability for the selection of such a helmet and any modifications and attachments made thereto.

2.5 I understand and agree that the UCI Anti-Doping Rules may apply to me in certain races and that it is my responsibility to comply with those rules. I agree to submit to drug testing and understand that the use of methods or substances prohibited by the applicable anti-doping rules would make me subject to penalties including, but not limited to, disqualification and suspension. If it is determined that I may have committed a doping violation, I agree to submit to the results management authority of the UCI and my national federation.

2.6 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 legal fees) incurred by the Releases' in defending the claims.

2.7 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 consent to any subsequent waiver or modification. 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.

2.8 This release is a contract with legal and binding consequences and it applies to all races and activities entered at the event, regardless whether or not listed above.

### **3. Consent to treatment**

3.1 I agree that if I suffer injury the Releases' may at my expense arrange for me to receive medical treatment and emergency evacuation services as the Releases' deem appropriate and I understand that any personal injury that I incur may be worsened or compounded by not only my actions but by the actions, omissions or negligence of others.

3.2 I agree that I am responsible for my own medical and ambulance insurance as well as insurance for my personal belongings.

### **4. Release and Discharge**

I hereby unconditionally release and forever discharge from all liability the Club, all Namibian Local Authorities, the Namibian Cycling Federation, and their respective agents, insurers, employees, volunteers, members, clubs, officials, sponsors, event directors, local associations, and affiliates (collectively "releases"), from any and all claims, suits, demands, expenses, costs, damages or proceedings of any nature whatsoever arising and resulting from any personal injury, death, property damage or loss sustained by me as a result of my participation in the Club's events and I hereby agree not to take legal action of any kind against the organizer in connection with the event or my participation in it.

## **5. Indemnity**

5.1 I hereby unconditionally indemnify and hold harmless, and shall keep indemnified and held harmless, and promise not to sue, the Releases' and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, local authorities, property owners that are in any manner connected with this event, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deemed to be Releases'), from any and all rights and claims including claims arising from the Releases' own negligence to the maximum extent permitted by law, 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 the event, or travel to or return from the event.

5.2 I hereby unconditionally indemnify and hold harmless, and shall keep indemnified and held harmless the Releases' and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, local authorities, and properties owners that are in any manner connected with this event, as a result of, or arising out of, whether directly or indirectly, my arrival and departure there from, attendance at registration, prizegiving or other function thereof, any loss or damage to bicycles or other equipment, however such loss or damage may arise regardless of whether or not the same shall have been caused directly or indirectly by the negligence, albeit gross, of one or more of all the aforementioned parties as set out.

## **6. Medical Information**

I consent to the release by any third party to Releases' and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the event.

## **7. Photographic Material**

7.1 I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded on audio, video or photograph without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. I also understand that this material may be used in within an unrestricted geographic area.

7.2 By signing this release, I understand this permission signifies that photographic or video recordings of me may be electronically displayed via the Internet or in a public setting.

7.3 There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

7.4 This release applies to photographic, audio or video recordings collected as part of the event that I am entering.

7.5 By signing this form, I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any and all claims against any person or organization utilizing this material.

**8. Minors**

I attest that I am nineteen (19) years of age or older (or that if I am younger, my parents or legal guardian have executed this waiver below), and that I am physically fit and sufficiently trained to participate in all activities associated with the program or events and my participation in such program or events is voluntary. Page | 4 [Rock and Rut Mountainbike Club - Indemnity Form – 2019]

**9. Age Consent and Release of Parent\Legal Guardian**

9.1 I am the parent or legal guardian of (child). My child is fit for the event, and I consent to my child's participation.

9.2 I have read and I understand the above contract.

9.3 In consideration of allowing my child to participate, I consent to the contract and agree that it's terms shall likewise bind me, my child, and our 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 legal fees and costs) as a direct or indirect result of injury or death to me or my child or loss or damage to me or my child's property because of my child's participation in the event, whether caused by the negligence of the releases' or others to the maximum extent permitted by law.

9.4 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 event.

Riders Name: \_\_\_\_\_

Signature \_\_\_\_\_

Parent for \_\_\_\_\_

Signature \_\_\_\_\_