



NOTRE DAME CYCLING

Waiver Of Liability, Release, Assumption Of Risk, And Indemnity Agreement

It is the purpose of this agreement to exempt, waive, and relieve Notre Dame Cycling, Notre Dame Preparatory High School, and the Diocese Of Phoenix, and all of their affiliate associations, local associations, member teams, event hosts, other participants, coaches, officials, sponsors, advertisers, and each of them, their officers, directors, agents and employees (hereto referred to as Releasees) from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of Releasees. For and in consideration of the undersigned participant's registration with Notre Dame Cycling Club, its affiliates, local associations and member teams (all referred to together as NDCC) and being allowed to participate in NDCC events and member team activities, participant (and the parent(s) or legal guardian(s) of participant, if applicable) waive, release and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to participant, arising out of participation in NDCC events, member team activities, the sport of cycling, and/or activities incidental thereto, whenever or however they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that participant (and participant's parent(s) or legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and participant (and parent(s)/guardian(s), if applicable) does(do) so on behalf of my/our and participant's heirs, executors, administrators and assigns.

Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and assume all risks relating to cycling and any member team activities, and understand that cycling and member team activities involve risks to participant's person including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that I/we have full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant or the negligence of others, including the Releasees identified below. These risks and dangers include, but are not limited to, those arising from participating with bigger, faster and stronger participants, and these risks and dangers will increase if participant participates in cycling and member team activities in an age group above that which participant would normally participate in. I/We further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and agree that all of the risks and dangers described throughout this agreement, including those caused by the negligence of participant and/or others, are included within the waiver, release and relinquishment described in the preceding paragraph.

I/We agree to abide by and be bound under the rules of NDCC, including the By-Laws of the Club and the arbitration clause provisions, as currently published. Copies are available to NDCC members upon written request. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and assume the risks, if any, arising from the conditions and use of public roads, velodromes, training facilities, and related premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said areas, for negligent selection of certain Releasees, or negligent supervision or instruction by Releasees. If the law in any controlling jurisdiction renders any part of this agreement unenforceable, the remainder of this agreement shall nevertheless remain enforceable to the full extent, if any, allowed by controlling law. This agreement affects your legal rights, and you may wish to consult an attorney concerning this agreement. Participant (and participant's parent(s)/guardian(s), if applicable) agree if any claim for participant's personal injury or wrongful death is commenced against Releasees, he/she shall defend, indemnify and save harmless Releasees from any and all claims or causes of action by whomever or wherever made or presented for participant's personal injuries, property damage or wrongful death. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of Releasees, that they are fully advised of the potential dangers of cycling and understand these waivers and releases are necessary to allow amateur cycling to exist in its present form.

PARTICIPANT SIGNATURE _____ DATE _____

PARTICIPANT NAME (PRINTED) _____ AGE _____

PARENT/GUARDIAN SIGNATURE _____ DATE _____

PARENT/GUARDIAN NAME (PRINTED) _____