



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

In consideration for joining the Cycling-Training.com/ARPT Race Team or participating in any practice, race, ride, event, travel, program, training, gathering, or meeting, that is held, organized, sponsored, planned, suggested, or recommended (hereinafter "Activities") by American River Physical Therapy, the Cycling-Training.Com/ARPT Cycling Team, Dirk Manley Cycling, Dirk Manley, or any other or other person, director, officer, affiliate, agent, or volunteer, including, but not limited to, Mike Beretta, Beretta Physical Therapy, and Gordon Ong (hereinafter "Releasees"), I hereby represent and agree as follows: .

1. **Representation of Health and Fitness.** I understand the nature of cycling and that I am qualified, in good health, and in proper physical condition to participate in such activity. I have no physical or mental condition, which to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in this event.
2. **Condition of Equipment, Helmet Requirement.** I accept responsibility for the condition and adequacy of my equipment. I will always ride wearing a helmet that meets the requirements of the United States Cycling Federation and that can protect against serious head injury. I assume all responsibility and liability for the selection of such helmet.
3. **Acknowledgement and Assumption of Risk.** I fully understand that cycling, training, and racing involves risks of serious bodily or mental injury, including, permanent disability, paralysis, mental trauma, and death. I further acknowledge that this activity will be conducted over roads, trails, terrain, and facilities open to the public and that I should expect to encounter a variety of hazards, risks, and dangers. By way of example only and not limitation, hazards, risks and dangers may include collision with pedestrians, vehicles, fixed or moving objects; road surface hazards, equipment failure, inadequate safety equipment, and weather conditions. Such hazards, risks and dangers may also be caused acts, omissions, or negligence of myself or others (including other cycling team members). **I fully acknowledge, accept, and assume all responsibility, losses, costs, and damages for all hazards, risks, and dangers I incur as a result of my participation in the Activities described above.** I agree that if I believe conditions are unsafe, I will immediately discontinue participating in the activity.
4. **Release of Liability.** For myself, my heirs, executors, administrators, legal representatives, assigns, and successors in interest, I hereby waive, release, discharge, and covenant not to sue Releasees, their administrators, agents, directors, officers, members, volunteers, and employees, or sponsors from all liability, claims, demands, losses, or damages on my account or alleged to be caused in whole or in part by any act, omission, or negligence by the Releasees. If, despite this agreement, I, or anyone on my behalf, make a claim against Releasees, I will indemnify, save, and hold harmless Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost incurred as the result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and without inducement or assurance of any nature. This Agreement is a complete and unconditional release of all liability to the greatest extent allowed by California law. If any portion of this agreement is held to be invalid the balance will continue in full force and effect. This agreement may not be modified orally, and a waiver of any provision is not to be construed as a modification or consent of any other provision.

Name (print) Date

Signature



Cycling-Training.com

For Guardian or Parent of Minor:

As the parent or guardian of a child participating in said cycling team, I attest that my child is fit to ride, and I consent my child's participation. I have read and understand the attached Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (Agreement). In consideration of allowing my child to participate, I consent to it 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 or costs) as a direct or indirect result of injury to me or my child because of my child's participation in any activities covered in the Agreement, whether caused by the negligence of the Releasees or others. I promise not to sue Releasees on my behalf or on the behalf of my child regarding any claim arising from my child's participation in any activity covered under the Agreement.

In addition, I acknowledge that minors often need adequate supervision and that, given the nature of their coaching and organizing responsibilities, Releasees will not be able to supervise the minor in every instant. I also acknowledge that not all of the Releasees have had experience in supervising minors. I acknowledge and accept these risks and similarly release Releasees from any liability associated with supervising the minor as expressed in the "Release of Liability" paragraph of the Agreement.

Child or Minor's Full Name

Parent's Name (print) Date

Parent's Signature