



**HIGHWOOD CYCLING CLUB
MEMBER FORM TO COVER ALL HCC RIDES, RACES, AND EVENTS**

WAIVER, RELEASE AND INDEMNITY

I UNDERSTAND AND AGREE that my participation in rides, races, events, camps or activities (hereinafter collectively "Events") organized, operated, conducted, directed, sanctioned, sponsored or attended by Highwood Cycling Club (hereinafter "HCC"), its members, executives, volunteers, marshalls, referees, sponsors, affiliated associations, coaches or instructors (hereinafter collectively the "Releasees") is conditional upon my review and execution of this document.

1. I am aware that cycling, racing, training and related activities are inherently dangerous activities which involve the possibility of death, serious injury (both physical and emotional) and property damage (hereinafter collectively the "Risks").

2. I acknowledge that Risks may arise from the inherent nature of cycling, road conditions, vehicular and other traffic, climate conditions, and equipment, which, even with exercise of reasonable care and skill, cannot be eliminated or reduced by the Releasees.

3. I understand and agree that the sole responsibility for my personal safety and the safety of my property (or property in my possession) during HCC Events remains with me. I further understand and agree that the sole responsibility for my physical and mental preparation, my fitness to participate in Events, and the fitness of my bicycle remains with me, and that should I have at any time any doubts about such preparation or fitness that I will withdraw from the Event.

4. I further understand and agree to remove myself from the Event if I sense or observe any hazard, potential hazard, unsafe condition, or what I judge to be unsafe or hazardous behaviour, whether or not such hazard, condition or behaviour is caused by or related to any Releasee.

5. I understand and agree to follow safe and prudent cycling practices (including, but not limited to, wearing an approved helmet), pace line practice, and to follow HCC direction and safety rules, and that my failure to do so may result in HCC or the Releasees immediately revoking my permission to participate or to continue participating in an Event. Should such permission be revoked, I agree to immediately withdraw from the Event. I understand and acknowledge that the Releasees, upon revocation of my permission to participate, cannot enforce my withdrawal, and shall not be taken to have waived that right to insist that I withdraw, or that I be deemed to have withdrawn.

6. I am aware that the Releasees may or may not have Liability Insurance, which would oblige their Liability Insurer or Insurers to defend and indemnify the Releasees in the event that I make a claim against the Releasees arising from my participation in or presence at HCC

Events. I am also aware that as a result of my participation in or presence at HCC Events that I may suffer injuries, loss or damage valued in excess of the aggregate available limits of all such Liability Insurance (hereinafter the "Releasees' Liability Insurance Limits").

7. In consideration of my participation in any HCC Event or Events on or after the date of execution of this document, I hereby remise, release and forever discharge the Releasees from any and all claims, actions, demands or damages of any kind or nature whatsoever in excess of the Releasees' Liability Insurance Limits, caused in whole or in part by, or relating in any way to the Risks or my participation in any Event or Events, whether or not such claims, actions, demands, damages, or costs arise in whole or in part from the negligence of any Releasee.

8. For greater clarity, I do not remise, release or discharge the Releasees from the following:

- i.) claims, actions, demands or damages less than the available limits of the Releasees' Liability Insurance Limits;
- ii.) claims for reasonable Party/Party Fees and Disbursements that are covered by the Releasees' Liability Insurance.

9. In further consideration of my participation in any HCC Event or Events on or after the date of execution of this document, I agree to save harmless and indemnify the Releasees from any and all subrogated claims, claims advanced on behalf of my estate, and claims advanced on behalf of dependents or heirs, any or all of which exceed the Releasees' Liability Insurance Limits.

10. I understand and agree that this Waiver, Release and Indemnity applies to myself, my estate, my administrators or executors, my dependents and heirs.

I HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY. I HAVE EXECUTED THIS DOCUMENT VOLUNTARILY.

NAME: _____

SIGNATURE: _____

DATE: _____

WITNESS: _____

2009 WAIVER & DECLARATION

Waiver must be received before your Membership/License will be processed – faxed/scanned copies will be accepted.

WAIVER, RELEASE & INDEMNITY

(All applicants must sign, including those under 18 years of age)

I understand and agree that my participation in events, programs, races, or activities organized, operated, conducted and/or sanctioned by the Canadian Cycling Association and/or Provincial Associations and Various CCA Clubs and Members registered with CCA is conditional upon my execution of this document.

1. I am aware that cycling, and in particular competitive cycling, endurance and BMX racing, involves the possibility of injury or death.
2. I accept these risks, and all others arising from these events and programs, even if arising from the **negligence, gross negligence or negligent rescue** by those associated in any way with the **Canadian Cycling Association** events and programs I may be involved in, the venues at which these events and programs takes place or by those organizing, officiating, or participating in these events and programs throughout the year, including their respective officers, directors, employees, agents, servants, volunteers and representatives (the "Releasees").
3. I understand that all applicable rules for participation must be followed and that **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, including my physical and emotional preparation and fitness to participate in all events and programs throughout the year.
4. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time, at any event or program, I feel unable or unfit to safety continue for any reason.
5. I give, a **FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I have, or may have in the future, against **Canadian Cycling Association, and all other Releasees from all liability for any loss damage, injury or expense that I may suffer as a result of my participation in any part or parts of the events or programs or my presence at any venue at which they may take place, due to any cause whatsoever including the forms of negligence set forth in paragraph 2 above or from any breach of contract or statutory duty or other duty of care including any duty of care owed under the relevant Occupier's Liability Act, on the part of the Releasees.**
6. **I AGREE NOT TO SUE and I further agree TO INDEMNIFY AND SAVE HARMLESS** the Releasees from all expenses, fees, liability or damage award or cost of any type whatsoever arising from my participation in these events or programs.

I HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY. I am aware that by signing this agreement I am waiving substantial legal rights (on my behalf and on behalf of my heirs, executors, administrators and next of kin), including the giving up of my right to sue.

RIDER NAME: (please print) _____

RIDER SIGNATURE: _____ DATE: _____

DECLARATION

1. I hereby declare that I am aware of no reason why I should not be issued with the license requested
2. I declare that I have not applied for a license for the same year to the UCI or to any other National Federation.
3. I assume exclusive liability for this application and for the use that the UCI shall make of the license
4. I hereby undertake to respect the Constitution and Regulations of the International Cycling Union, its Continental Confederations and its National Federations.
5. I shall participate in cycling competitions or events in a fair and sporting manner. I shall submit to disciplinary measures taken against me and shall take any appeals and litigation before the authorities provided for in The Regulations. With that reservation, I shall submit any litigation with the UCI exclusively to the tribunals at UCI headquarters.
6. Should I participate in a cycling race where a drug test is conducted under the UCI Drug-Test Regulations and the CCES regulations, I agree to submit to a drug test.
7. I agree that the results of the analysis may be made public and communicated in detail to my club/team/trade team or to my paramedical assistant or doctor.
8. I undertake to submit any protests concerning drug abuse to the "Court of Arbitration for Sport" (CAS), whose decision I shall accept as final.
9. I accept that all urine samples taken shall become property of the UCI which may have them analyzed, especially for the purposes of health protection research and information.
10. I agree that my doctor or the doctor of my club, team or trade team may, on request from the UCI or the CCES, communicate to them a list of any medicines I took and treatment I underwent before any given competition.
11. I accept the conditions regarding blood testing and accept to undergo blood tests.

RIDER SIGNATURE: _____ DATE: _____

PARENTAL CONSENT FOR MINOR PARTICIPANT and INDEMNITY AGREEMENT

(Must be signed by a Parent/Guardian for all Applicants under 18 years)

I have read and understood the above waiver, release and indemnity, and have discussed the same with the minor person signing above. I am satisfied the said minor understands the waiver and release and his/her obligations as set out. In consideration of the participation of my minor child/ward I too agree to waive, release and indemnify the Releasees in the terms set out above.

I am aware that by signing this agreement I am waiving substantial legal rights, which my minor child/ward and I, our respective heirs, executors, administrators and next of kin may have against the Releasees.

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____

ABA MEMBERSHIP BENEFITS

Camps – Each season, a number of different camps are offered, including a Junior Development Camp, Women's camp, Road camp, and Mountain Bike camp. Camps are offered to members at very affordable rates.

Canadian Cycling Association – ABA membership includes affiliation and membership in the national Canadian Cycling Association, and the international Union Cycliste Internationale. An ABA license is the only cycling license a racer needs.

Clubs – The ABA has approximately 70 affiliated clubs located throughout Alberta. Club membership offers incentive for reduced license fees.

Coaching Development – National Coaching Certification Program (NCCP) courses are offered to those individuals interested in developing their coaching skills.

Insurance – Licensed members of the ABA and affiliated clubs receive insurance coverage for club and ABA activities, including general liability and sport accident insurance.

Provincial Team Program – Each year, the ABA selects teams of cyclists to represent Alberta at National Championship events, and other high-caliber events.

Video Library /Resource Materials – The Edmonton office has an extensive video library and an extensive resource library available for members.

Voting – Only ABA members have the privilege of voting at the Annual General Meeting.