



PARTICIPATION AGREEMENT

National Interscholastic Cycling
Association

21 Orinda Way, Suite C-368

Orinda, CA 94563

510) 524-5464

www.nationalmtb.org

Volunteer's Full Name: _____

Date of Birth: _____ Team: _____

League: _____

I, the volunteer named above, want to participate in the practices, races and/or events identified below. In consideration of NICA allowing me to attend and participate in those practices, races or events, by my electronically signing below I agree as follows:

1. **Definitions.** As used herein: (a) the term "NICA" refers to the National Interscholastic Cycling Association, and its chapters, leagues and affiliates; (b) the term "Events" means any and all NICA-related practices and races, and those activities sponsored, controlled or organized in any way by NICA (including but not limited to trail maintenance activities), which Events occur in the twelve month period following the date of these Agreements; (c) the term "Released Parties" means (i) NICA, (ii) NICA's officers, directors, employees and agents, and (iii) any person NICA has agreed to indemnify as to claims made by Event participants (such as, but not limited to, owners of the property on which any of the Events occur); and (d) the term "Agreements" means this Participation Agreement and the related Waiver And Release of Liability Agreement.

2. **Fitness.** I represent and warrant that I have sufficient experience with mountain biking, and that I have a sufficient level of fitness and health to participate in the Events. I confirm I am aware that other groups offer less grueling, challenging and risky recreational-activities, than does NICA.

3. **Equipment.** I acknowledge that it is my responsibility to provide, utilize and maintain the bike, equipment and clothing necessary for my safe participation in the Events.

4. **Rules.** I accept and shall abide by NICA's rules and regulations (including any terms therein relating to Covid-19, and the Coronavirus that causes Covid-19). I agree to ride and otherwise participate so as to neither endanger myself or others. I agree that if I observe any unusual significant hazard related to an Event, I will remove myself from participation and bring to the attention of NICA said hazard immediately.

5. **Insurance.** I represent and warrant that I currently have, and shall maintain throughout the time that I train for and participate in the Events, valid and sufficient insurance (be it medical, accident, disability or life insurance) to protect my and my family's interests, or if I do not, that I hereby waive the opportunity to obtain such. I acknowledge NICA is not an insurance company, and that no one has represented to me that NICA has obtained insurance that would provide coverage to me in the event I am injured while participating in an Event. I acknowledge that in the event of an incident that causes significant personal injury while participating in a NICA sanctioned event, the extent of my injuries will be shared with NICA's insurance carrier.

6. **Property Damage Waiver.** I alone am responsible for my personal belongings, including breakage or loss of bikes and other equipment that I bring to an Event. I hereby WAIVE, in advance, ALL CLAIMS for loss, theft or damage to any property owned or controlled by me, that I may in the future have against NICA relating in any way to an Event and either of the following: (a) my choosing to park any vehicle owned or controlled by me in any areas owned or controlled by NICA; and (b) my choosing to give possession of any of my personal belongings to any agent or volunteer of NICA. This waiver, release and discharge of property damage claims includes, but is not limited to, claims arising out of the NEGLIGENCE of the Released Parties.

7. **Indemnification.** I agree to be responsible for bearing any and all costs, expenses and damages sustained by me (or those who depend upon me, or who are responsible for me) that arise out of or related to any claim released by the Agreements. As such, I hereby agree to HOLD HARMLESS, DEFEND and INDEMNIFY the Released Parties (that is, defend and pay any judgments or costs, including investigation costs and attorneys' fees) from any and all claims of mine—and of any spouse, parent, guardian, child, heir, representative or assign of mine—arising from loss or damages (be it property or personal-injury related) due to my attendance at or participation in an Event.

8. **Limited License Grant.** I acknowledge that as a participant or volunteer in NICA Events, I will be provided access to NICA training materials, guides and other written materials (collectively the "NICA Materials"). I acknowledge that NICA hereby grants to me a limited, non-exclusive, royalty-free, non-transferable right during the twelve-month term of this Agreement (unless otherwise earlier terminated by NICA): (a) to access and use the NICA Materials, but not to copy or distribute those to others; and (b) to use trademarks owned by NICA (the "NICA Trademarks"), but only to the extent such use is consistent with NICA's trademark and brand guidelines.

9. **NICA IP Use Limitations.** The term "NICA IP" means the NICA Materials, and the NICA Trademarks, and all derivative works (developed by NICA or others) therefrom. I acknowledge and agree (a) NICA's is the exclusive owner of the NICA IP (including all goodwill therein), whether now in existence or later developed; and (b) other than the limited license provided for above, I hereby assign to NICA all rights I currently or in the future may have in the NICA IP.

10. **Choices.** I enter into these Agreements by my own free will, and acknowledge that I have choices relating to participating or not participating in the Events. I acknowledge that if I do not want to accept the terms offered in these Agreements, I can choose to forgo participating in the Events, and choose to participate in other mountain bike race events, or forgo completely participating in such events.

11. **Binding Effect.** I intend these Agreements to be binding upon me, and any parent, spouse, guardian, heir, executor, assigns or successor of mine (collectively, "Successors"). To the extent I have the authority to waive or release any claim that may in the future belong to any Successor arising out of or relating to my participation in or attendance at the Events, I hereby, by these Agreements, waive and release such claims.

12. **Truth.** I represent and warrant that: (a) I have read this Participation Agreement; (b) I shall read all agreements that are part of the NICA registration process; (c) I will not consent to any of these Agreements unless I understand them; and (d) the information I provide in the Agreements and as part of the registration process for the Events is true.

13. **Severability.** These Agreements are intended to be as broad and inclusive as permitted by applicable law, and if any portion of these Agreements are held invalid or void, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

14. **Entire Agreement.** As to any claim arising out of or related to my attendance or participation in the Events, these Agreements collectively: (a) supersede any previous oral or written promises or agreements; and (b) are not the result of or modified by any oral representations or statements of any agent or employee of NICA. These Agreements contain the only agreements between the parties regarding the topics covered in these Agreements, and may only be modified or terminated in a writing signed by myself and NICA

PLEASE READ ALL OF THE ABOVE, BEFORE SIGNING BELOW

Coach or Volunteer's Signature

Printed First and Last Name

Date



**WAIVER & RELEASE OF LIABILITY
AGREEMENT**

**National Interscholastic
Cycling Association**
2414 6th Street
Berkeley CA 94710
510) 524-5464
www.nationalmtb.org

Volunteer's Full Name: _____

Date of Birth: _____ Team: _____

League: _____

I, the volunteer named above, want to participate in the practices, races and/or events identified below. In consideration of NICA allowing me to attend and participate in those practices, races or events, I agree as follows:

1. Definitions. As used herein: (a) the term "NICA" refers to the National Interscholastic Cycling Association, and its chapters, leagues and affiliates; (b) the term "Events" means any and all NICA-related or League-related practices and races, and those activities sponsored, controlled or organized in any way in any way by NICA (including but not limited to trail maintenance activities), which Events occur in the twelve month period following the date of these Agreements; and (c) the term "Released Parties" means (i) NICA, (ii) NICA's officers, directors, employees and agents, and (iii) any person NICA has agreed to indemnify as to claims made by Event participants (such as, but not limited to, owners of the property on which any of the Events occur).

2. My Knowledge of the Risks of Mountain Biking and Trail Maintenance. Mountain biking is an action sport, enjoyed by millions of people worldwide. It offers participants exercise, and an opportunity to develop skill, strength and endurance, and to test one's abilities against others and nature. While the organizers of the Events understand that the sport of mountain biking involves risks, they also know that physical activity is important to physical and mental health, and that a lack of physical activity and sedentary lifestyles overall are major risk factors for many serious health conditions, and decreased life expectancy. Mountain bike trail maintenance can also build skills, provide physical exercise, and provide the satisfaction of creating a recreational space for others. Mountain bike racing attracts participants because of the elements of fun, skill and physical and mental challenges resulting, in part, from the risk and danger involved. Bike racing should always be done on a course designated for such racing, rather than on open streets, off designated trails, or in other unsuitable areas. The organizers of the Events are endeavoring to provide a place for mountain bike training, practicing and racing, but want you to understand that that while some of the unwanted risks of mountain biking can be eliminated, the very nature of mountain biking makes it impossible, and undesirable, to eliminate all of the risks involved – thus injuries can and do result from such risks of participation. Likewise, while some of the unwanted risks of mountain bike trail construction and trail maintenance (collectively "trail maintenance") can be eliminated, the very nature of trail maintenance (taking place in nature, on uneven surfaces, and around sharp tools or other tools that can cause injury), makes it impossible, and undesirable, to eliminate all of the risks involved. Thus, injuries can and do result from such inherent risks of trail maintenance. The organizers of the Events want you to understand that MOUNTAIN BIKING and TRAIL MAINTENANCE ARE ACTIVITIES THAT INVOLVE A LEVEL OF DANGER AND THAT INJURIES CAN AND DO OCCUR.. I acknowledge that I know that given the nature of the sport and these activities, mountain biking and trail maintenance are activities that carry with them significant risk of serious personal injury. I know there are natural, man-made, mechanical and environmental conditions and risks that independently or in combination can result in participants in the Events sustaining injury (including permanent disability, mental-injury, or paralysis), or in rare situations, sustaining injuries that result in death. I acknowledge that I have taken advantage of the opportunity to learn about the risks associated with mountain biking and the Events (see, for example, the "Mountain Biking Risks" page at www.nationalmtb.org), or that I hereby voluntarily forgo that opportunity. I have either familiarized myself with the locations at which Events will be held generally, and the race courses specifically, or hereby voluntarily forgo that opportunity. Before participating in any of the races included in the Events, I will inspect the course, and will not participate in the race, if I believe the course is unsafe, or beyond my abilities, and I will inform the race director of that decision, and my reasons for that decision, prior to the race.

3. My Knowledge of Covid-19 Risks. Coronavirus disease 2019 ("Covid-19") is an infectious disease caused by severe acute respiratory syndrome coronavirus 2 (the "Coronavirus"). Participation in team sports (including mountain biking),

carries the risk that participants will be exposed to the Coronavirus, which can result in the exposed person developing Covid-19. The organizers of the Events want you to understand that due to the Covid-19 pandemic, participation in the Events involves SOME LEVEL OF DANGER, AND SOME LEVEL OF RISK OF EXPOSURE TO THE CORONAVIRUS. The organizers of the Events understand that while there are risks associated with Covid-19, there are also counter-balancing risks associated with social isolation, and lack of physical activity and/or sedentary lifestyles. The organizers are endeavoring to provide opportunities for mountain bike training, practicing and racing, but want you to understand that while some of the risks associated with the Coronavirus and Covid-19 can be lessened, the very nature of the team sport of mountain biking, and the very nature of the Events, make it impossible to eliminate all of the Covid-19 risks involved. Thus, if you choose to participate in the Events, there is no guarantee that your doing so will not result in your being exposed to the Coronavirus. As such, participation in the Events involves some risk of developing Covid19.

4. My Acceptance of Risks. I hereby accept and assume all risks associated with attending and/or participating in the Events (some of which are described above), and I acknowledge that I alone am responsible for my personal safety. I agree to accept all responsibility for the risks, conditions and hazards which may exist during the Events, whether or not I at this time know of or foresee the specific risk, condition or hazard that results in injury.

5. Waiver; My Responsibility for Injury Costs. I hereby WAIVE ALL CLAIMS (except as expressly indicated in this paragraph) I may in the future have against any of the Released Parties relating in any way to personal injuries or death I sustain due to my attendance at or participation in any of the Events. I specifically RELEASE and DISCHARGE, in advance, the Released Parties from any and all liability that may arise out of any Released Party's NEGLIGENCE or carelessness in association with any Event (including but not limited to negligent rescue attempts, course design, equipment selection, or trail maintenance) but I do not by this Agreement waive, release or discharge any claims for harm caused by a Released Party intentionally or recklessly. As to any claim released hereby, I AGREE NOT TO SUE any of the Released Parties for such released claims. I agree to be personally responsible for any costs, expenses or damages arising out of or related to such released claims.

6. Bargaining/Negotiation. I acknowledge that: (a) I have the opportunity, if I so choose, to bargain for or negotiate the terms of this Agreement; (b) if I desire to take advantage of the opportunity to bargain for or negotiate terms different from those set forth in this Agreement (including the fee I pay to participate in the Events), I shall contact the President of NICA before I indicate my consent to this Agreement; and (c) if I indicate to NICA that I am unwilling to enter into this Agreement, the fee I will be asked to pay to participate in the Events shall increase. I further acknowledge that to be effective any changes to the terms of this Agreement (including the fee I pay to participate in the Events) must be approved in a written document signed by the President of NICA. If I choose to consent to this Agreement without modification, I hereby waive my right to bargain for or negotiate terms different than those stated in this Agreement.

7. My Related Acknowledgments. I acknowledge and represent that: (a) I have read this Agreement and the related Participation Agreement; (b) I understand this Agreement; (c) on the date I indicate my consent to this Agreement I am at least 18 years of age; (d) I understand that by signing below I am giving up important legal rights that I might otherwise have; and (e) I am entering into this Agreement and choosing to participate in the Events without compulsion, and by my own free will.

**THIS IS A WAIVER & RELEASE OF LIABILITY AGREEMENT:
PLEASE READ ALL OF THE ABOVE, BEFORE SIGNING BELOW**

Coach or Volunteer's Signature

Printed First and Last Name

Date