

**AGREEMENT FOR PARTICIPATION AND WAIVER
& RELEASE OF LIABILITY**

Athlete or Volunteer Printed Name _____ **Date of Birth** _____

Home Address _____ **City** _____ **State** _____ **Zip** _____

Phone _____ **Email** _____

Team/School (list both if different) _____ **Season Year** _____ **Grade** _____

IF PARTICIPANT IS A MINOR:

Parent/Guardian Name _____ **Phone** _____ **Email** _____

I, the athlete or volunteer named above, want to participate in Events described in this Agreement for Participation and Waiver of Liability. In exchange for and in consideration of the Michigan Scholastic Cycling Association allowing me to attend and participate in these Events, I agree to the terms and conditions set forth below.

1. **Definitions.** (A) "MiSCA" means to the Michigan Scholastic Cycling Association. (B) "Events" refers to the MiSCA practices, races, trail work, and other activities sponsored, controlled or organized by MiSCA during the Season Year identified above. (C) "Released Parties" means (i) MiSCA, their respective officers, directors, employees and agents, as well as any person or entity MiSCA has agreed to indemnify as to claims made by Event participants (such as, but not limited to owners of property on which any event may occur). (D) "Agreement" means this Agreement for Participation and Waiver & Release of Liability. (E) "Participant" is used to refer jointly to athletes and volunteers.
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, and that I have no health condition or physical condition that would endanger others. I confirm that I am aware that other groups offers recreational activities that are not as physically demanding and challenging as the Events that MiSCA offers.
3. **Equipment.** I acknowledge and agree that it is my responsibility to provide, utilize and maintain the bike, helmet, equipment, clothing and other accessories necessary for my safe participation in the Events. I agree to wear a helmet, which satisfies the requirements of MiSCA racing rules and regulations, the purpose of which is to help protect against serious head injury, and I assume all responsibility and liability for the selection of such a helmet.
4. **Rules.** I agree to abide by all MiSCA rules and regulations. I agree to ride and otherwise participate in a manner that will not endanger myself or others. I agree that if I observe any unusual hazard related to an Event, I will remove myself from participation and bring the hazard to the attention of MiSCA 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 MiSCA is not an insurance company, and that no one has represented to me that MiSCA 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 MiSCA sanctioned event, the extent of my injuries will be shared with MiSCA's insurance carrier.
6. **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.
7. **Knowledge of Risks.** The organizers of the Events strive to provide a place for mountain bike training, practicing and racing, but want to ensure you understand that while some of the risks of mountain biking can be reduced, 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. The organizers of the Event want you to understand that MOUNTAIN BIKING IS AN ACTIVITY THAT INVOLVES A LEVEL OF DANGER AND THAT INJURIES CAN AND DO OCCUR. I acknowledge that I know that given the nature of the sport, mountain biking is an activity that carries with it significant risk of serious personal injury. I know there are natural, manmade, mechanical and environmental conditions and risks, as well as the Released Parties' negligence, my own negligence and the negligence of others, 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 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.
8. **Acceptance of Risks.** I hereby accept and assume all risks associated with attending and/or participating in the Events, 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 the injury.

9. **Waiver & Release of Liability; My Responsibility for Expenses.** 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, or equipment selection) but I do not by this Agreement waive, release or discharge any claims for harm caused by a Release 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.
10. **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 the Released Parties, 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 Released Party; and (b) my choosing to give possession of any of my personal belongings to any agent or volunteer of Released Party. 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.
11. **Choice & Negotiation.** I enter into this Agreement of my own free will, and acknowledge that I have choices relating to participation or nonparticipation on the Events. I acknowledge that if I do not want to accept these terms and conditions, I can choose to forgo participation in the Events, I can choose to participate in mountain bike or other recreational activities offered by organizations that are separate from MiSCA, or I can choose not to participate in any mountain bike-related activity.
12. **Acknowledgements.** I acknowledge and represent that: (A) I have read this entire Agreement for Participation, and Waiver & Release of Liability; (B) I understand the terms and conditions; (C) I understand that by signing below, I am giving up important legal rights that I might otherwise have; and (D) I am entering into this Agreement and I am choosing to participate in the Events of my own free will and choosing.
13. **Binding Effect and Governing Law.** All terms and conditions of this Agreement are binding on me, and any spouse, parent, guardian, heir, executor, assign or success of mine (collectively "Successors"). I hereby waive and release, to the maximum extent permitted by law, any and all claims that may in the future belong to any Successor arising out of my attendance at or participation in the Events. Any disputes arising out of this Agreement to Participate and Release of Liability shall be resolved under Michigan law and in a venue of competent jurisdiction located within the State of Michigan.
14. **Truth.** I represent and warrant that I have read and this entire Agreement and that I understand all of its terms and conditions. I further represent that all information I provide as part of the registration process or other processes for participation in the Events is true and accurate.
15. **Severability.** I understand that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Michigan and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
16. **Entire Agreement.** This written Agreement contains the only agreements, promises, terms or conditions between the parties with respect to the Agreements' subject matter. This Agreement supersedes any previous oral or written statements, promises or agreements. This Agreement may not be modified without the written authorization of an Officer or Director of MiSCA.

PARTICIPANT ACCEPTANCE

I have read the entire document carefully and understand its terms, including the substantial legal rights that I am giving up.

Participant Name _____ Participant Signature _____ Date _____
(If the athlete or volunteer is less than 18 years of age as of the date of this Agreement, then a parent or legal guardian must enter into this agreement on behalf of the athlete or volunteer by signing below.)

PARENT/LEGAL GUARDIAN CONSENT, REPRESENTATIONS AND AGREEMENTS (INCLUDING INDEMNIFICATION AND LIABILITY WAIVER & RELEASE)

I am the parent or legal guardian of the Participant named above and I am 18 years of age or older. I represent and agree that: (1) I have the legal right to enter into the above Agreement on behalf of the Participant; (2) I hereby consent to and agree to, on Participant's behalf, all of the above terms and conditions in the above Agreement; (3) I agree, under the same terms as those described above for the Participant, to HOLD HARMLESS, DEFEND AND INDEMNIFY the Released Parties from any and all claims of mine, as well as claims of my spouse, heirs, representatives or assigns, arising or allegedly arising from loss or damage (be it personal injury, property damage, or any other type of loss or damage) due the Participant's attendance at or participation in any of the Events described above; and (4) I hereby WAIVE, RELEASE and DISCHARGE any and all future claims that I may have, related the Participant's attendance at or participation in the Events, for harm alleged to have been caused by a Released Party, under the same terms as those described above for the Participant.

I have read the entire document carefully and understand its terms, including the substantial legal rights that I am giving up.

Parent/Guardian Name _____ Parent/Guardian Signature _____ Date _____