



BIKE AND EQUIPMENT RENTAL WAIVER AND RELEASE OF LIABILITY FORM

Rider (or legal guardian if Rider is a minor), states that Rider has read and understands this Waiver and Release of Liability Form of _____, its owners, agents and employees "USA.BMX/BMX CANADA OR AFFILIATED TRACK OWNERS AND OPERATORS AND THEIR LANDLORDS OR SPONSORS" or "THE SANCTION" and hereby expressly accepts and agrees to the following:

Risk of Personal Injury. Rider understands that riding a bicycle is an inherently dangerous activity. Risks include, but are not limited to: DEATH; INJURY TO BODY; DAMAGE TO BIKES, GEAR, AND CLOTHING; AND DAMAGE TO AND/OR INJURY TO OTHERS.

Conditions and Representations. Rider has not made any misrepresentations to "THE SANCTION" including, but not limited to:

1. All basic instructions for the use of the Equipment have been provided to Rider and Rider fully understands how to use the Equipment.
2. Rider understands that wearing a helmet may decrease the risk of head injury. Rider has a helmet or "THE SANCTION" has provided one to Rider and Rider agrees to wear a helmet at all times while biking and accepts any and all consequences of not wearing a helmet. The track does not warrant suitability or fitness of any equipment and it is provided on an "as-is" basis.
3. Rider agrees that the Equipment is working properly.
4. Rider is physically and mentally able to ride a bike and is familiar with bike riding, its physical and mental requirements, and risks involved—especially to those risks associated with BMX racing and competition.
5. Rider is a member of the "THE SANCTION".

Release of all Liability (including Negligence). RIDER AGREES TO FULLY RELEASE AND DISCHARGE "THE SANCTION" FROM ANY LIABILITY for any damages, injuries, or claims, including any injuries or damages to Rider or other person or property, as a result of Rider's rental of the Equipment and/or bike riding and Rider further understands and agrees to release the track for any negligence in causing in whole or in part any such injury.

Express Assumption of Risks. RIDER EXPRESSLY ASSUMES ALL RISK OF LOSS, DAMAGE OR INJURY OCCURRING AS A RESULT OF BMX BIKE RIDING.

Promise Not To Sue and Hold Harmless. RIDER FURTHER AGREES TO INDEMNIFY "THE SANCTION" AND HOLD IT HARMLESS FOR ANY DAMAGES, INJURIES, OR CLAIMS, including attorney's fees and costs incurred by "THE SANCTION" as a result of the ride, the rider's rental, or use of the Equipment and/or bike riding. Rider agrees that Rider's obligation to indemnify and hold harmless applies even if "THE SANCTION" is negligent. Rider understands this is a contract, which limits Rider's legal rights, and it is binding upon Rider and Rider's heirs, agents and legal representatives. If portions of this Waiver are invalid, it is agreed the remaining portions will remain intact and enforceable.

By submitting this form you agree to this Waiver and Release of Liability, Rider acknowledges s/he has fully read and understands the above and foregoing.

Name of Rider	Parent or guardian name	Signature	Date
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Minors: Prospective Riders under the age of 16 years are required to have a parent or legal guardian read and also sign this Waiver and Release of Liability. The parent/guardian and Rider have read, understand and agree to comply with this Waiver and Release of Liability. By submitting this document, the parent/guardian agrees to each of the provisions above.



P.O. Box 718, Chandler, Arizona 85244, Phone: (480) 961-1903 / Fax: (480) 961-1842

APPLICATION FOR ONE-DAY TRIAL MEMBERSHIP

This is a trial membership and may only be used for one day of competition or practice. After that, a full USA BMX membership is required. This may only be used in competition or practice by a new rider to the sport and USA BMX points are not included. (Not good at multi-point events).

I do hereby make application for membership to USA BMX and the American Bicycle Association (ABA). I understand that any membership issued by USA BMX and/or ABA is a privilege to participate and not a right. The license may be revoked, suspended or otherwise rendered invalid at any time either with or without cause by action of USA BMX and/or ABA, subject to the Rules and Regulations of USA BMX/ABA. I also agree that my email address will be added to a contact list for future correspondence. This information will not be shared or licensed to any third parties.

Today's Date: _____ Male Female

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Date of Birth: _____ Age: _____

E-mail Address: _____

Emergency Contact: _____ Phone: _____

Member #: _____

4/5/2019 12:13

MEDICAL RELEASE - ADDITIONAL CONDITIONS

1. The applicant and his/her representative agree that, in the event that the applicant requires medical or surgical treatment while under the supervision of USA BMX and ABA personnel in connection with any sponsored activity or trip, such USA BMX and/or ABA personnel may authorize medical treatment for the applicant. The applicant and his/her representative agree to pay for all medical, hospital, or other expenses which the applicant may incur as a result of such treatment.
2. Pursuant to the USA BMX and ABA Concussion Policy, applicant authorizes disclosure to USA BMX and/or ABA by any medical evaluator associated with a USA BMX and/or ABA activity of any health information about applicant, related to injuries that applicant sustained during a race or other USA BMX and/or ABA activity that may indicate applicant has suffered a concussion. This information will be used by USA BMX and/or ABA in applying their post-concussion protocol procedure for purposes of determining if and/or when applicant is medically cleared to continue participating in the sport. Applicant further understands and agrees that USA BMX and/or ABA may give notice to member clubs and organizers of USA BMX and/or ABA sanctioned races that post concussion medical clearance is required before applicant returns to participation in the sport.
3. As a participant in events sanctioned and/or promoted by USA BMX and ABA, the applicant and his/her representative hereby grant USA BMX and/or ABA and its legal assigns, representatives, and corporations the right and permission to copyright and/or use, publish and reuse and republish and license photographic pictures, video or audio that is or has been recorded as part or portion of a USA BMX and/or ABA event, photo-shoot or related activity. This release will also allow USA BMX and ABA to use the applicant's name and likeness as part of any advertising, marketing, sale of goods, or televised video production by USA BMX and ABA or if licensed to a third party.

Rider or Parent/Guardian: X

ALL MINORS MUST HAVE SIGNATURE OF PARENT/GUARDIAN

ONE-DAY MEMBERSHIP RECEIPT

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Name: _____ Begin Date: _____

Address: _____

City: _____ State: _____ Postal Code: _____ Exp. Date: _____

Phone: _____ Date of Birth: _____ Age: _____

Track Name: RUM RIVER BMX (1549)

Signature of Track Operator: _____

MEMBER ID: _____

BALANCE BIKE (M or F) VALIDATION #: (5505)

NOVICE (M or F) BIKE #: 204

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

In consideration of participating in the **USA BMX Racing Program** I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity.

I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue **USA BMX, BMX Canada and/or ABA**, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the releasees from any loss, liability, damage, or cost which may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed name of participant: _____ Date: _____

Signature of participant: X

PARENTAL CONSENT

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

Printed name of Parent/Guardian: _____ Date: _____

Signature of Parent/Guardian: X