



Arizona Cycling Association
10115 E Bell Rd, Ste 107 #210
Scottsdale, AZ 85260
480-636-0698
arizonacycling.org

PARTICIPATION AGREEMENT

Minor Athlete's or Minor Volunteer's Full Name: _____

Minor's Date of Birth: _____

Minor's Team: _____

Minor's School: _____

Name of Minor's Parent or Guardian: _____

I, the minor named above, and my parent or guardian named above, want me to participate in the practices, races and/or events identified below. In consideration of the Arizona Cycling Association, an Arizona not-for-profit corporation (ACA), allowing me to attend and participate in those practices, races or events, by my parent or guardian signing below on my behalf, I agree as follows:

- 1. Definitions.** As used herein: (a) the term "ACA" refers to the Arizona Cycling Association; (b) the term "Events" means any and all ACA-related practices and races, and those activities sponsored, controlled or organized in any way by the ACA (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) the ACA, (ii) the ACA's officers, directors, employees and agents, and (iii) any person the ACA 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 & 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 the ACA.
- 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 the ACA's rules and regulations (including without limitation any restrictions, terms or conditions relating to protection from infectious diseases such as COVID-19), as in effect from time to time. 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 the ACA 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 the ACA is not an insurance company and that no one has represented to me that the ACA 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 an ACA sanctioned event, information regarding the extent of my injuries will be shared with the ACA'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 the ACA, any person the ACA has agreed to indemnify, and any Released Party, 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 the ACA; and (b) my choosing to give possession of any of my personal belongings to any agent or volunteer of the ACA. 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. 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.

9. 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.

10. Truth. I represent and warrant that: (a) I have read this Participation Agreement; (b) I shall read all agreements that are part of the ACA 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.

11. 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



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balance shall, notwithstanding, continue in full legal force and effect.

12. 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 the ACA. 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 the ACA.

PLEASE READ ALL OF THE ABOVE, BEFORE SIGNING BELOW

Child's Name _____, a minor

By: _____, the parent or guardian of the minor

Signature: _____
Parent or Guardian Date

**Parent or Guardian's Further Representation and Agreement
(including Indemnification Agreement).**

I, (Parent or Guardian Name) _____ – the person who signed the above Participation Agreement on behalf of the minor athlete or volunteer named above (the "Participant") – in my individual capacity, represent and agree that: (1) I had and have the legal right to enter into the above Participation Agreement on behalf of the Participant; and (2) I agree to HOLD HARMLESS, DEFEND and INDEMNIFY the Released Parties from any and all claims of mine – and any spouse, heir, representative or assign of mine – arising from loss or damages (be it property or personal injury related) due to the Participant's attendance at or participation in the Events.

PLEASE READ ALL OF THE ABOVE, BEFORE YOU SIGN BELOW

Signature: _____
Parent or Guardian Date



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WAIVER & RELEASE OF LIABILITY AGREEMENT

Minor Athlete's or Minor Volunteer's Full Name: _____

Minor's Date of Birth: _____

Minor's Team: _____

Minor's School: _____

Name of Minor's Parent or Guardian: _____

I, the minor named above, and my parent or guardian named above, want me to participate in the practices, races and/or events identified below. In consideration of the Arizona Cycling Association, an Arizona not-for-profit corporation (ACA), allowing me to attend and participate in those practices, races or events, by my parent or guardian signing below on my behalf, I agree as follows:

1. **Definitions.** As used herein: (a) the term "ACA" refers to the Arizona Cycling Association; (b) the term "Events" means any and all ACA-related practices and races, and those activities sponsored, controlled or organized in any way by the ACA (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) the ACA, (ii) the ACA's officers, directors, employees and agents, (iii) any person the ACA 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 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”). Since it was first identified in December 2019, it has spread globally, resulting in an ongoing worldwide pandemic. As of May 2020, more than five million cases have been reported worldwide, resulting in more than 325,000 deaths. Coronavirus is highly infectious, and can spread from person to person. Additional information regarding COVID-19 can be obtained at the websites of the U.S. Center for Disease Control, or the World Health Organization. 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. Persons who develop COVID-19 can have a mild case and completely recover, or they can become seriously ill, develop a permanent disability, or even in some cases die. 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 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 COVID-19.

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,



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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 the ACA before I indicate my consent to this Agreement; and (c) if I indicate to the ACA 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 the ACA. 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) I understand that by my parent or guardian's signing on my behalf below I am giving up important legal rights that I might otherwise have; and (d) 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**

Child's Name _____, a minor

By: _____, the parent or guardian of the minor

Signature: _____
Parent or Guardian Date



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Parent or Guardian's Further Representation and Waiver Agreement

I, (Parent or Guardian Name) _____ – the person who signed the above Waiver & Release of Liability Agreement on behalf of the minor athlete or volunteer named above (the "Participant") – in my individual capacity I represent and agree that I have the legal right to enter into the above Waiver & Release of Liability Agreement on behalf of the Participant. Furthermore, to the extent I have in the future any claims relating to the Participant's attendance at or participation in the Events, by signing below I hereby WAIVE, RELEASE and DISCHARGE those claims hereby, including all claims for NEGLIGENCE, except that I do not waive, release or discharge any claims for harm caused by a Released Party intentionally or recklessly.

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

Signature: _____
Parent or Guardian Date

STUDENT-ATHLETE CODE OF CONDUCT

Welcome to the ACA community! As representatives of the community, student-athletes with the support of their parents/caregivers agree to follow this code of conduct to maintain a culture of safety, responsibility and respect.

Parents and guardians are asked to review and agree to the code of conduct with their Student-Athlete during the registration process.

Be Safe

- Always wear a helmet
 - Be prepared with additional safety gear: gloves, glasses, and extra clothes to match the weather
 - Be prepared with a working bike and perform an ABCDE bike check (Air, Brakes, Chain, Derailleur, Everything Else)
 - Ride within your limits
 - Ride with someone else in isolated areas
 - Never use any performance enhancing drug described in the ACA Handbook
 - Plan ahead and let your family or caregivers know where you are going and when you plan to return
 - Avoid contact with wildlife
 - Understand the dangers of the native plants and avoid poisonous plants, stay on the trail
-

Be Responsible

- Be prepared with the water, food, and clothing that you need to complete the ride
 - Come to practice with a clean and well-maintained bike
 - Be accountable for your actions and choices
 - Never consume alcohol or use any illegal drugs
 - Ride only on designated and legal trails and routes
 - Follow additional rules that may be associated with team's school or ACA affiliations
-

Be Respectful

- Respect coaches, teammates, competitors, trail users and other community members
 - Treat everyone with dignity and respect
 - Avoid language and actions that may be perceived as bullying or harassment.
 - Be inclusive and welcoming to new athletes, coaches, competitors, and other trail users
- Use appropriate language
- Use appropriate language
- Move aside to allow others to pass you safely.



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- Announce your passing, intention, and specify the passing side.
- Do your best when racing or riding my bike.
- Ride with courtesy at races, at practice, and in the community.
- Seek consent before touching, hugging and otherwise embracing teammates and coaches.
- Slow down when approaching other trail users.
- Provide right of way to pedestrians and equestrians and stop and ask for passing instructions from equestrians.
 - Leave no trace or trash on the trail.
 - Ride on trails when the weather and surface conditions will not cause damage.
 - Perform trail maintenance on trails only with full permission and permits from the landowner/manager.

By signing below I acknowledge I will review this code of conduct with my student-athlete and they will follow the ACA Rules and Guidelines as additionally described in the ACA handbook. I also understand that failure to do so may lead to his or her suspension or expulsion from ACA activities.

Signature: _____
Parent or Guardian Date



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MEDICAL DISCLOSURE AND CONSENT AGREEMENT

Minor Athlete's or Minor Volunteer's Full Name: _____

Minor's Date of Birth: _____

Minor's Team: _____

Minor's School: _____

Name of Minor's Parent or Guardian: _____

I, the parent or guardian named above, have registered my son/daughter/dependent to participate in certain ACA-related "Events" (as that term is defined in the Participation Agreement to which I have already consented). I represent and agree as follows:

Health Status. My child is in good physical and mental health and is able to participate fully in all ACA events. Yes _____ No _____

Medical Conditions/Allergies. _____

Minor Pain Medication. I authorize ACA staff to give my child/dependent Ibuprofen in the event she/he needs it. Yes _____ No _____

Health Insurance. The health insurer that provides coverage regarding my son / daughter / dependent is as follows:

Insurance Carrier Name: _____

Carrier Group Number: _____

Policy: _____

Emergency Contact #1: _____
Name Phone #

Emergency Contact #2: _____
Name Phone #

Accuracy. On this form I have provided comprehensive and accurate information about my son/daughter.



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Emergency/Injury Authorization. In the event of an emergency or injury, I authorize the ACA (by any agents of the ACA) in its discretion to do any of the following relating to my son/daughter/dependent: (a) to authorize medical transport; (b) to drive my son/daughter/dependent to an emergency room or other healthcare provider for treatment; (c) to provide consent to medical treatment; (d) to use its best efforts to contact the above designated emergency contacts; and (e) to disclose information about my son/daughter/dependent to the above emergency contacts, any healthcare providers, or any insurers, including information that would otherwise be covered by rules of confidentiality.

Signature: _____
Parent or Guardian Date



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MEDIA, PHOTO, DATA AND SAFETY STUDY RELEASE AGREEMENT

Minor Athlete's or Minor Volunteer's Full Name: _____

Minor's Date of Birth: _____

Minor's Team: _____

Minor's School: _____

Name of Minor's Parent or Guardian: _____

I, the parent or guardian named above, have registered my son/daughter/dependent to participate in certain ACA-related "Events" (as that term is defined in the Participation Agreement to which I have already consented). I represent and agree as follows:

- 1. Permission to use Photos and Other Media.** I give my permission to the ACA and outside media agents (newspapers, television, etc.) to take photographs, video, and otherwise document or record my child or dependent in any of the "Events". I give permission to the ACA and outside media agents to use and reproduce such materials. I give my permission for such use and reproduction in whatever medium such use or reproduction may occur, including but not limited to news accounts, documentaries, advertisements, or promotional materials, regardless of whether such appears in print, newspapers, magazines, video, television and/or on the Internet. I agree that the rights I provide hereunder are assignable by the ACA to others, including sponsors.
- 2. Permission to Use Survey Information.** I understand that from time to time my son/daughter/dependent may be asked by the ACA to respond to survey questions for the purpose of collecting information about the program, participants, and the impact mountain biking and the ACA is having on high school youth. If they choose to respond to such surveys, I give permission to the ACA (and its assigns) to use the information they provide.
- 3. Permission to Use Incident Report Information.** I understand that if my child or ward is involved in an injury incident, I will be asked to provide information regarding the incident. The ACA uses the information it gathers as part of injury incident investigations on an anonymized basis to improve ACA race, practice, camp and training policies. The goal of investigations is to improve safety knowledge, practices and culture across the entire ACA organization. I agree that any information I provide as part of an injury incident investigation may be used by the ACA for such purposes.
- 4. Teen Trail Corps** I understand that my child or ward may have the opportunity to participate in ACA Teen Trail Corps (TTC) activities. TTC provides ACA student-athletes with



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the opportunity to volunteer their time towards bike related advocacy activities and earn badges for their work. There are several activities that may require time spent outside of ACA team or club related programming, supervision and liability. Participation in TTC is not a requirement of ACA student-athletes.

I acknowledge that I have read, understand, and fully agree to the terms of this Agreement as described above.

Signature: _____
Parent or Guardian Date