

2019 GIORDANA VELODROME

WAIVER AND RELEASE

In consideration for being able to participate in activities and events held at the Giordana Velodrome ("the Velodrome"), owned and operated by the City of Rock Hill, its employees, agents, sponsors, organizers and event holders (collectively the "City"), located at 1000 Riverwalk Parkway, Rock Hill, South Carolina, 29730, and to use all associated facilities and services, the participant, on behalf of myself, my heirs, assigns, legal representatives and as legal guardian of any participant or volunteer (collectively "Participant"), agrees to the following terms and conditions ("Agreement"):

1. Acknowledgment and Assumption of Risk. Participant acknowledges that cycling and track cycling, in particular, is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, my conditioning, and the condition of other participants, equipment, motorized vehicles, vehicular traffic, and the actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and/or event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletes, but are also present for volunteers and anyone else desiring to participate in activities or events at the Velodrome. Participant hereby acknowledges, recognizes and assumes all of the risks of participating and/or volunteering in activities and events at, or related to, the Velodrome. Participant realizes that his/her injury, death or property loss may arise from negligence or carelessness on the part of the City from or related to dangerous or defective equipment, property owned, maintained or controlled by the City or because of any other actions, inactions, carelessness, recklessness or negligence on the part of the City. Participant acknowledges this agreement form will be used by event holders, sponsors, and organizers, for events in which Participant may participate and that it will govern Participant's actions and responsibilities at said events.

2. Certification of Fitness and Knowledge of Rules. Participant certifies that Participant has sufficiently trained to be a participant in cycling events or any other event at the Velodrome, is physically fit to perform any and all of Participant's duties, whatever they may be, and that Participant has not been advised of any unfitness to do so by a qualified medical person. Participant further certifies that Participant is familiar with the rules related to riding and racing a bicycle on a track by virtue of having taken a class on track riding and/or by being an experienced cyclist. Participant will also read the rules related to track riding available on the Giordana Velodrome - City of Rock Hill website. Participant hereby agrees to abide by these rules and any other rules prescribed by the City of Rock Hill or cycling officials.

3. Release of Liability; Indemnification; Acknowledgement of Risk. Participant hereby waives, releases, and discharges, on behalf of Participant and Participant's executors, administrators, heirs, next of kin, successors, and assigns, the City and the American Track Racing Association, partnering cycling clubs and organizations, and their respective council members, directors, officers, employees, volunteers, agents, event holders, event promoters, event sponsors, event volunteers, event permit grantors, event property owners, and event participants (collectively "the Releasees"), from any and all liability for Participant's death, disability, personal injury, property damage, property theft, lost income, or any other losses, costs, or actions of any kind whatsoever, which hereafter may directly or indirectly accrue to Participant by virtue of Participant's training for this event or any future event, Participant's participation in this event or any future event, Participant's volunteering for this event or any future event, or Participant's travel to or from any activity or event at or related to the Velodrome, due to the negligence, carelessness, or recklessness of the Releasees or due to any dangerous or defective equipment or property that is owned or that is negligently, carelessly, or recklessly maintained, operated or controlled by the Releasees. Participant hereby agrees to indemnify and hold the Releasees harmless from and against any and all liability, loss, damage or injury as well as all costs and expenses (including attorneys' fees and costs of any suit related thereto), suffered or incurred by Releasees, to the extent arising from any of Participant's actions whatsoever whether now or in the future, including but not limited to negligent, intentional or reckless misconduct, acts or omissions. Participant understands that there are inherent hazardous risks associated with the activity of bicycle riding, training, and/or racing, which could include serious injury or death, and Participant freely assumes the risk of any and all injuries that Participant may sustain while using the Velodrome facilities. Participant accepts responsibility for the condition and adequacy of Participant's equipment. Participant hereby represents that Participant will ride wearing a helmet which satisfies the requirements of the USA Cycling and/or the American Track Racing Association and which is capable of protecting against serious head injury. Participant further assumes all responsibility of liability of the selection of such helmet. Participant has no physical or medical condition which, to Participant's knowledge, would endanger Participant or others if Participant participates in a bicycling event, or which would interfere with Participant's ability to participate in a bicycling event. Participant understands that the City does not carry insurance to cover participants using the Velodrome and Participant understands that he or she will need to have his or her own insurance coverage in case of any injuries.

4. Medical Treatment. In the event of an injury, accident, or illness, Participant hereby consents to receive medical treatment which may be considered necessary or advisable in the judgment of a licensed physician or medically trained personnel.

5. Use of Likeness. Participant understands that Participant may be photographed at events and/or related activities held at or related to the Velodrome. Participant agrees to allow the City, event holders, producers, sponsors, organizers, and their assigns, without charge, to use Participant's photo, video, or film likeness for any purpose.

6. Use of equipment. Participant understands that Participant may be permitted to borrow bicycles, wheels, and other equipment from the City for use in activities and events at or related to the Velodrome (collectively "Equipment"). While a nominal fee may be charged to cover certain expenses to cover Equipment purchase or maintenance, Participant further understands that such Equipment is being loaned to Participant, and that this does not constitute a rental agreement. Participant understands that Participant assumes complete responsibility for the Equipment, including but not limited to the Equipment's mechanical soundness, parts, tires, gears, chains and bolts. Participant has examined the Equipment and certifies that it is fit for Participant's use. **PARTICIPANT UNDERSTANDS THAT THERE ARE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS RELATES TO THE TO THE FITNESS OR MECHANICAL SOUNDNESS OF ANY EQUIPMENT LOANED TO PARTICIPANT AND THAT CITY HEREBY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Participant certifies that Participant has or will examine any Equipment, including, but not limited to, tires, wheels, gear, chain, handlebar, seat and bolts, and other Equipment loaned to Participant to ensure that the Equipment is properly fit for Participant's use and properly assembled and fit to ride and race. Participant agrees to return all Equipment loaned to Participant at the end of each activity or event for which Participant uses Equipment, and Participant understands that Participant may be assessed the replacement value of such Equipment if Participant does not promptly return it in the condition in which Participant received it.

7. Agreement to Be Bound. Participant certifies that Participant has read and understands the terms of this Agreement, and Participant acknowledges that this Agreement will be relied upon by the City, its employees, agents, event holders, sponsors, and organizers of such activities and events in which Participant participates at the Velodrome, and that this Agreement will govern all of Participant's training, participation, volunteering and all other actions and responsibilities at each such activity or event.

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WAIVER AND RELEASE
(CONTINUED)**

8. Waiver and Severability. If any part of this Agreement, for any reason, is declared invalid or void, such declaration shall not affect the remaining portions of the Agreement which shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated. If City decides not to enforce a provision of this Agreement, such decision in favor of non-enforcement shall not constitute a complete and full waiver of the right of the City in the future to enforce that provision of the Agreement.

9. Governing Law. Except to the extent that this Agreement may be governed by any federal law, including federal bankruptcy law, this Agreement shall be governed by, construed and interpreted under, and enforced exclusively in accordance with the laws of the state of South Carolina, and the courts in the state of South Carolina shall have jurisdiction with respect to any dispute arising hereunder.

10. Term and Scope of Agreement. This Agreement shall apply to all Programs involving Participant for the entire calendar year of the execution date set forth below. This Agreement shall be construed broadly to provide a release and wavier to maximum extent permissible under applicable law.

11. Modification and Amendment. No change, amendment or modification of this Agreement shall be made unless agreed to in writing by City.

This Agreement shall be construed broadly to provide a release and wavier to maximum extent permissible under applicable law.

Name (print): _____ Today's Date: _____

Date of Birth: _____

Street Address: _____

City: _____ State _____ Zip _____

Phone (home) _____ Phone (cell/work) _____

Email Address: _____

Emergency Contact: _____ Relation: _____

Emergency Contact Phone No. _____

Signature of Participant: _____

PARENT/GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and natural guardian of Participant does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor Participant and the parents or legal guardian of such Participant. I hereby agree to the terms of this Agreement.

Parent/Guardian name (print): _____ Today's Date: _____

Signature of Parent/ Guardian _____



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