



National Interscholastic
Cycling Association 2414 6th
Street Berkeley CA 94710
(510) 524-5464

PARTICIPATION AGREEMENT

Full Name: _____

Date of Birth: _____ Team: _____

League: Minnesota Interscholastic Cycling League

I, the volunteer named above, want to participate in the practices, races and/or events identified below. In consideration of NICA and the Minnesota League 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) "Minnesota League" means the Minnesota High School Cycling League, a Minnesota nonprofit corporation doing business as the Minnesota High School Cycling League; (b) "NICA" refers to the National Interscholastic Cycling Association, and its chapters, leagues and affiliates; (b) "Events" means the current season of the Minnesota League and/or NICA-related practices and races, and those activities sponsored, controlled or organized by the Minnesota League and/or NICA during the season, which I attend or in which I participate; (c) "Released Parties" means (i) NICA and the Minnesota League, (ii) NICA's and the Minnesota League's officers, directors, employees and agents, and (iii) any person NICA and the Minnesota League 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) "Agreements" means this Participation Agreement and the related Assumption of Risk, Release and Waiver of Liability and Indemnity Agreement.

2. Fitness. I represent and warrant that I have sufficient experience with 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 and the Minnesota League.

3. Equipment. I alone am responsible for my personal belongings, including bikes, helmets, clothing and other equipment that I bring to an Event or use during an Event. NICA and the Minnesota League are not responsible for theft, loss or damage to my personal belongings, including belongings in any vehicle parked in an area owned or controlled by NICA or the Minnesota League and any belongings I entrust to any agent or volunteer of NICA or the Minnesota League.

4. Rules. I accept and shall abide by NICA's and the Minnesota League's rules and regulations. 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 and the Minnesota League 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, is not required to provide insurance 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.



**National Interscholastic
Cycling Association** 2414 6th
Street Berkeley CA 94710
(510) 524-5464

6. 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 bike race events, or forgo completely participating in such events. I represent and warrant that: (a) I have read this Participation Agreement; (b) I will not consent to any of these Agreements unless I understand them; and (c) the information I provide in the Agreements and as part of the registration process for the Events is true.

PLEASE READ ALL OF THE ABOVE, BEFORE SIGNING BELOW

Participant Signature _____

Date _____

(If the participant is less than 18 years of age, then a parent or legal guardian must enter into this agreement by signing below.)

Childs full name _____, a minor

By: _____, the parent or guardian of the minor

Signature of Parent/Guardian: _____

Date: ____ / ____ / ____



National Interscholastic
Cycling Association 2414 6th
Street Berkeley CA 94710
(510) 524-5464

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Full Name: _____

Date of Birth: _____ Team: _____

League: _____

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

1. Definitions. As used herein: (a) “Minnesota League” means the Minnesota High School Cycling League; (b) “NICA” refers to the National Interscholastic Cycling Association, and its chapters, leagues and affiliates; (c) “Events” means the current season of NICA-related practices and races, and those activities sponsored, controlled or organized by the Minnesota League and/or NICA during the current season, which I attend or in which I participate on the day of any of the Events; and (d) “Released Parties” means (i) the Minnesota League and/or NICA, (ii) the Minnesota League’s and/or NICA’s officers, directors, employees and agents, and (iii) any person NICA and the Minnesota League and/or 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 Biking and Trail Maintenance. 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 bike training, practicing and racing, but want you to understand that while some of the unwanted risks of biking can be eliminated, the very nature of 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 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 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, biking is an activity that carries with it significant risk of serious personal injury. I acknowledge 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 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. Assumption of Risk. By signing this agreement, I acknowledge and voluntarily assume all risks associated with attending and/or participating in the Events. I understand that such risks may result in personal injury, illness, disability, and even death, and may result from the actions, omissions, or negligence of myself and others, or the actions, omissions or negligence of NICA or the Minnesota League, including but not limited to its management, employees, volunteers, or other participants and their families. I fully understand and appreciate both the known and potential dangers of participating in the programs of NICA and the Minnesota League and acknowledge that despite reasonable efforts to mitigate such dangers, personal injury, serious illness, disability and death could occur.

4. COVID-19.

I acknowledge and agree that NICA and the Minnesota League are following CDC protocols for COVID-19, and that they may revise procedures at any time based on updated recommended guidance issued by public health agencies. The undersigned agrees to comply with NICA and the Minnesota League's revised procedures and fully understands and appreciates both the known and potential dangers of participating in the programs of NICA and the Minnesota League and acknowledges that despite reasonable efforts to mitigate such dangers, exposure to COVID-19 may occur, which could result in quarantine requirements, serious illness, disability, and/or death.

5. Waiver and Release of Liability. In further consideration of being permitted to participate in the Events, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE NICA, the Minnesota League and any of their respective coaches, officials, directors, officers, employees, volunteers and agents or any of the fellow participants or their family members or guests from all liability, loss, damage, claim or demands related to property damage, loss, theft or any injury, illness, communicable disease or death of myself or my minor children whether caused by the negligence, active or passive, of NICA, the Minnesota League or otherwise while I or my children are participating in any Event. I understand and agree that this release includes any and all claims based on the actions, omissions, or negligence of NICA and the Minnesota League, including but not limited to negligent rescue attempts, course design, or equipment selection. Nothing in this agreement should be construed as releasing, discharging or waiving any claims I may have for conduct that constitutes greater than ordinary negligence.

6. NICA or Minnesota League Equipment Waiver. In the event that I use or am otherwise in possession of equipment, including loaner bikes, of NICA or the Minnesota League, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE NICA and the Minnesota League from all liability, loss, damage, claims or demands related to property damage or any injury, illness or death whether caused by negligence, active or passive, of NICA or the Minnesota League.

7. Indemnification. I agree to indemnify, defend and hold harmless NICA and the Minnesota League, and its coaches, officials, directors, officers, employees, volunteers and agents from any and all loss, liability, damages, or costs they may incur whether caused by negligence, active or passive, of NICA or the Minnesota League while participating in any Event or using any equipment owned by NICA or the Minnesota League. I understand NICA and the Minnesota League are not required to provide insurance to cover the participant in the event they suffer illness, injury, death, property loss, theft or damage of any sort. I agree and acknowledge that participation in the Events may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death, or property damage.

8. Bargaining/Negotiation. I acknowledge that: (a) I have the opportunity 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 will contact the Executive Director of NICA and the Minnesota League Director before I indicate my consent to this Agreement; and (c) if I indicate to NICA and the Minnesota League 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 Executive Director of NICA

and the Minnesota League Director. 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.

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. 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.

11. 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 or the Minnesota League. 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 as well as the Minnesota League.

12. 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 e-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.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT.

PLEASE READ ALL OF THE ABOVE, BEFORE SIGNING BELOW

Participant Signature _____

Date _____

(If the participant is less than 18 years of age, then a parent or legal guardian must enter into this agreement by signing below.)

Childs full name _____, a minor

By: _____, the parent or guardian of the minor

Signature of Parent/Guardian: _____

Date: ____ / ____ / ____