



## WAIVER & RELEASE OF LIABILITY AGREEMENT

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 NICA allowing me to attend and participate in those practices, races or events, by my parent or guardian electronically signing below on my behalf, I agree as follows:

1. **Definitions.** As used herein: (a) the term “NICA” refers to the National Interscholastic Cycling Association, and its chapters, leagues and affiliates; (b) the term “Events” means the current season of NICA-related practices and races, and those activities sponsored, controlled or organized by NICA during the current season, which I attend or in which I participate on the day of any of the Events; and (c) the term “Released Parties” means (i) NICA, (ii) NICA’s officers, directors, employees and agents, and (iii) any person NICA 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 Risks.** 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. 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. 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, 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](http://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 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 injury.

4. **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, or equipment selection) 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.

5. **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 Executive Director of NICA before I indicate my consent to this Agreement; and (c) if I indicate to NICA 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. 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.

6. **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 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.

**PLEASE READ ALL OF THE ABOVE, BEFORE YOU SIGN BELOW**

Parent / guardian signature \_\_\_\_\_ Date \_\_\_\_\_

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

\_\_\_\_\_  
[STUDENT’S FULL NAME IN ALL CAPITAL LETTERS], a minor

By:

\_\_\_\_\_  
[parent/guardian’s signature (including signature, printed name, and date)]

**Parent or Guardian’s Further Representation and Waiver Agreement**

I, [parent / guardian’s full name] \_\_\_\_\_ the person who is signing for 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.