



Alta Alpina Membership Agreement

NEW

Membership fees are for current calendar year only. Renewal fees are due each January 1st.

Sign below as required, attach payment, and return to: Alta Alpina Cycling Club, P.O. Box 2032, Minden, NV 89423

RELEASE AND ASSUMPTION OF RISK AGREEMENT NOTICE: THIS RELEASE AND ASSUMPTION OF RISK FORM IS A BINDING CONTRACT WITH LEGAL CONSEQUENCES. READ THIS ENTIRE DOCUMENT CAREFULLY AND UNDERSTAND ITS CONTENTS BEFORE SIGNING.

In consideration of the acceptance of my membership in the Alta Alpina Cycling Club ('AACC'), and being permitted to participate in any way in AACC Sponsored Activities ('Activities') including but not limited to bicycle races, bicycle rides, and other club events, I, for myself, my personal representatives, assigns, heirs, next of kin, executors, administrators, legal representatives, and successors in interest (collectively referred to as 'successors' in this document) voluntarily assume all the risks associated with such participation and hereby freely agree to and make the following contractual representations and agreements:

1. **ACKNOWLEDGE**, agree, and represent that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities and am able to compete and/or engage in rigorous physical Activities including such Activities conducted at high altitude. I hereby certify that I have no physical or mental condition, to my knowledge, that would endanger myself or others if I participate in races and cycling events, or would interfere with my ability to participate in such races and/or events. I further acknowledge that the Activities may be conducted over public roads and facilities open to the public during the Activities and upon which the hazards of travelling are to be expected. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in any Activities. I hereby agree it is my sole responsibility to be familiar with the race courses or bicycle riding courses, where applicable the rules established by the Northern California/Nevada Cycling Association (hereinafter 'NCNCA'), and any other applicable rules or special regulations, including but not limited to the rules of the road, for all Activities. I understand and agree that situations may arise during a race or ride or event which may be beyond the control of race officials or organizers, or ride leaders, or ride organizers, and I must continually ride as to neither endanger myself nor others. I accept full responsibility for the condition and adequacy of my competition equipment, and other equipment. I will compete and/or ride wearing a helmet at all times which satisfies the requirements of the NCNCA racing rules and that can protect against serious head injury, and I assume all responsibility and liability for the selection of such a helmet.

2. **FULLY UNDERSTAND** that (a) AACC SPONSORED ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ('Risks'); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities takes place, or THE NEGLIGENCE OF THE 'RELEASEES' NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES 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 or that of the minor in the Activities. I understand these risks include, by way of example and not limitation the following: the dangers of collision with pedestrians, spectators, vehicles, other bicycle riders and/or racers, and fixed or moving objects; the dangers arising from surface hazards, road hazards, equipment failure including the risks associated with product defects, inadequate safety equipment, and weather conditions; property damage or loss; and the possibility of serious physical injury, pain, mental trauma, paraplegia, quadriplegia, or death.

3. **HEREBY RELEASE, forever DISCHARGE, AND COVENANT NOT TO SUE** nor file any claim or complaint against the AACC, the NCNCA, the LAB, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, promoters, promoting organizations, advertisers, and, if applicable, owners and lessors of premises on which the Activities takes place, law enforcement agencies, public entities, and special districts (and their respective agents, officials and employees) through or by which cycling events and activities are conducted (each considered one of the 'RELEASEES' herein) **FROM any and ALL LIABILITY, CLAIMS, DEMANDS, COST, LOSSES, EXPENSES, 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**, but not limited to those arising from NEGLIGENT RESCUE OPERATIONS, property damage or loss, injury to my body, mental trauma, paraplegia, quadriplegia, or death. I hereby waive all such claims which I have now or may hereafter have against the Releasees, however caused, arising directly or indirectly from, or attributable in any legal way or consequence to, any negligence or other actions or omission to act of sponsorship, organization, or conduct of any Activities, in which I participate as a rider, club member, spectator, official, or volunteer.

4. **AGREE AND ACKNOWLEDGE** that it is my responsibility to ensure that any equipment owned or leased by AACC ('AACC Equipment') that I borrow or use, **WHETHER IN CONNECTION WITH AN AACC SPONSORED ACTIVITY OR NOT**, is in good and safe working order. I will **HEREBY RELEASE, forever DISCHARGE, AND COVENANT NOT TO SUE** nor file any claim or complaint against the Releasees and will **INDEMNIFY, SAVE, and HOLD HARMLESS** each of the Releasees from any and **ALL LIABILITY, CLAIMS, DEMANDS, COST, LOSSES, EXPENSES, OR DAMAGES** on my account or any others account, in connection with my operation, storage, transportation, or other use of AACC Equipment.

5. **FURTHER AGREE** that if, despite this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT** 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 litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I **HAVE CAREFULLY READ THIS MEMBERSHIP AGREEMENT, FULLY UNDERSTAND ITS TERMS, 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 TO 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.** I agree, for myself and my successors, that the above representations and agreement are contractually binding between myself and the Alta Alpina Cycling Club, and for the benefit of others described herein, and are not mere recitals, and shall bind me and my successors for any bicycle racing and/or cycling events and all other events or activities sanctioned or conducted by or through the AACC and/or the NCNCA. I understand that I may be requested to sign additional requests or releases prior to my participation in other such events or activities, and I agree that my failure or refusal to sign additional requests or releases shall in no way affect the validity of this agreement no revoke or cancel any of the terms of this agreement. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification or waiver of any other provision herein or as a consent to any subsequent waiver or modification. I hereby grant full permission to use any photograph, video tape, motion picture, recording, or other record of any cycling event or events conducted in connection with the AACC and in which I appear.

Please Initial: _____

Individual - \$30
 Family - \$50
 Student - \$15
 Returning Member
 New Member
 Referred by: _____



FILL OUT **ALL** BLANKS BELOW. EACH PERSON LISTED MUST INITIAL PAGE 1 AND SIGN BELOW.

Signature _____ Date _____

First _____ Last _____ Sex _____ Email _____

Address _____ City _____ State _____ ZIP _____

Home Phone _____ Work Phone _____ Cell Phone _____

Emergency Contact _____ Phone _____

Alternate _____ Phone _____

Signature _____ Date _____

First _____ Last _____ Sex _____ Email _____

Work Phone _____ Cell Phone _____

Emergency Contact _____ Phone _____

Alternate _____ Phone _____

Signature _____ Date _____

First _____ Last _____ Sex _____ Email _____

Work Phone _____ Cell Phone _____

Signature _____ Date _____

First _____ Last _____ Sex _____ Email _____

Work Phone _____ Cell Phone _____

Signature _____ Date _____

First _____ Last _____ Sex _____ Email _____

Work Phone _____ Cell Phone _____

Signature _____ Date _____

First _____ Last _____ Sex _____ Email _____

Work Phone _____ Cell Phone _____

A PARENT OR GUARDIAN MUST SIGN THE ADDITIONAL SECTION BELOW IF ANY MEMBER LISTED IS A MINOR:

Parent or guardian of a minor: I as a parent or legal guardian of the above named minor(s), hereby give my permission for my child or ward to participate in cycling events, including but not limited to races and/or other rides, or other events conducted in connection with the Alta Alpina Cycling Club and I further agree, individually and on behalf of my child or ward, to the terms of the above. AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BICYCLING ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITIES. 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 BE 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 RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Parent/Guardian Signature _____ Date _____