

GCA Student try it out "one time"



Name of Participant \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Team Affiliation: \_\_\_\_\_

## **RELEASE OF LIABILITY, ASSUMPTION OF RISK and INDEMNIFICATION AGREEMENT**

In consideration of my participation in mountain biking with the Georgia Cycling Association or any Georgia Cycling Association-affiliated team (including without limitation my use of equipment, services and facilities provided or arranged by the Georgia Cycling Association or any Georgia Cycling Association-affiliated team), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I, the athlete, coach or volunteer named above and signing this Release of Liability, Assumption of the Risk and Indemnification Agreement below, hereby agree as follows:

**1. Definitions.** In this Release, Assumption of the Risk and Indemnification Agreement ("Agreement"), the "GCA" or the "Georgia Cycling Association" refers to the Georgia Interscholastic Cycling League, Inc., a Georgia nonprofit corporation doing business as the Georgia Cycling Association. The terms "mountain biking" or "Activity" shall refer to and include all practices, events, tournaments, races, services, or use of facilities organized by, provided, supervised, conducted or arranged by the GCA, and all activities, services, as well as training or coaching sessions in any way connected with or related to those activities, including, but not limited to the use of roads and trails and other facilities. The term "Events" means any event organized or promoted by the GCA, including without limitation any practice, race, demonstration, seminar, tournament, skills test or similar activity.

**2. Assumption of Risks.** I fully understand and acknowledge that mountain biking is inherently dangerous and that injuries are a common and expected part of mountain biking. Mountain biking with the Georgia Cycling Association takes place on steep and rugged terrain with features that are both technically and physically challenging and will expose me and my fellow riders to many dangers, hazards and risks. The risks associated with mountain biking include, by way of example and not limitation, the following: collisions with other cyclists,

My Initials: \_\_\_\_\_ Date: \_\_\_\_\_, 202\_\_

GCA Student try it out "one time"

pedestrians, vehicles, trees, rocks and other fixed or moving objects; falls; loss of balance, high speed descents, rapid or uncontrolled acceleration on hills and inclines, difficulty or inability to control one's speed and direction, becoming lost or separated from coaches or other participants; equipment failures and malfunctions; failure to negotiate obstacles and hazards, both marked and unmarked, including roots, logs, ruts, holes, potholes, rocks, stones, sand, gravel, mud, water, cliffs, oil and/or other objects on the ground or on the trail, variations or steepness in terrain; slippery terrain, constructed features such as bridges, ramps, ladders, bumps, berms and drops; varying visibility; fatigue; exhaustion; dehydration; heatstroke; hypothermia; varying weather conditions, encounters with wild or other animals. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in property damage, illness, injury, or death.

I further acknowledge and understand that: (a) mountain biking is an inherently dangerous sport in which I participate at my own risk; (b) mountain biking and my participation in GCA Activities involves risks and dangers of property damage, illness, serious bodily injury, including permanent disability, paralysis, and death; and (c) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of other participants in a GCA Activity, or by NEGLIGENCE ON THE PART OF THE GCA OR ITS STAFF INCLUDING THE FAILURE ON THE PART OF THE GCA OR ITS STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING. I am aware that GCA Activities may take place in areas where the medical facilities, supplies and services may not be easily accessible or adequate and that medical assistance might not be readily available or subject to significant delay.

**I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH MOUNTAIN BIKING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

\_\_\_\_\_ [Initials]

**3. My Knowledge of Infectious Disease Risks.** Coronavirus disease 2019 ("Covid-19") is an infectious disease caused by severe acute respiratory syndrome coronavirus 2 (the "Coronavirus"). As of February 2021, more than 27,500,000 cases have been reported in the United States, resulting in more than 450,000 deaths in the United States. Coronavirus is highly infectious, and can easily 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 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 INFECTIOUS DISEASES, SUCH AS COVID-19. 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 communicable viruses and infectious diseases (including but not limited to exposure to the Coronavirus that causes Covid-

My Initials: \_\_\_\_\_ Date: \_\_\_\_\_, 202\_\_

19) can be reduced, 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 potential infectious disease risks (including but not limited to your potential exposure to the Coronavirus that causes Covid-19). Thus, if you choose to participate in the Events, there is no guaranty that your doing so will not result in your being exposed to communicable viruses and infectious diseases. As such, participation in the Events involves some risk of developing infectious diseases, such as Covid-19.

4. **Release and Waiver of Claims.** I hereby agree to (i) WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the GCA, its coaches, directors, employees, agents and representatives as well as all teams affiliated with the GCA and each of their respective coaches, directors, employees, agents and representatives (collectively, the “Releasees”) and to Release the Releasees from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in mountain biking with the GCA or in any Event due to ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, INFECIOUS DISEASE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES OR ANY THIRD PARTY, AND FURTHER INCLUDING THE FAILURE ON THE PART OF ANY RELEASEE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING.

5. **Health and Fitness.** I acknowledge and understand the physically demanding nature of mountain biking and I represent that I am qualified and have the physical stamina, strength and balance to participate in such activity. I further acknowledge and accept that it is my responsibility to consult with my own personal physician about my physical health, fitness, and ability to participate in mountain biking. I certify to GCA that prior to entering into this Agreement, I have either (i) submitted to a physical examination by a qualified physician, who has certified my health and fitness to participate with the GCA in mountain biking Activities, or (ii) I have elected not to submit to a physical examination by a qualified physician, but hereby represent to the GCA that I do not have, and prior to the date hereof I have not experienced or suffered, any illness, ailment, injury, condition, disease or other medical or physical circumstance that would render me unfit to participate in mountain biking Activities.

6. **Bicycle and Other Equipment.** I understand and agree that I am solely responsible for any bicycle, tires, helmet, riding clothes and other equipment that I use when I am mountain biking with the GCA or any GCA-affiliated team (the bicycle, tires and all other equipment is referred to herein as the “Equipment”). I covenant and agree that I will maintain all Equipment that I use when I am mountain biking with the GCA or any GCA-affiliated team, and that immediately prior to using such Equipment, I will thoroughly inspect each piece of Equipment to ensure that it is functional and safe. I further agree that I will use all Equipment as such Equipment is intended to be used and will operate or use such Equipment in a safe and reasonable manner so as not to endanger the lives of persons or the property of any person or entity.

6. **Responsibility for Property Damage.** I will take full responsibility for any injury or damage that I may suffer or inflict upon others or their real or personal property as a result of my participation in any Activity (including without limitation, mountain biking) with the GCA.

**7. Rules, Instruction and Code of Conduct.** I acknowledge and agree that while I am participating as a student-athlete, coach, volunteer or member of any GCA-related team (including without limitation during any Event, at all times during each active race or practice season, and in preparation for an Event or between Events), I will follow all rules and guidelines for the Activity and will follow directions and instructions given to me by the coaches or other leaders of the Activity. I further acknowledge and agree that while I am participating as a student-athlete, coach, volunteer or member of any GCA-related team (including during any Event, at all times during each active race or practice season, and in preparation for an Event or between Events), I am expected to act as a role model of good sportsmanship and I should lead by example by demonstrating fairness, respect and self-control at all times. In furtherance of these ideals, I agree to comply at all times during my GCA-related participation with the Code of Conduct attached hereto as **Exhibit A**. I further acknowledge and agree that any failure to abide by the Code of Conduct may subject me to suspension from GCA-related participation, which suspension may be temporary or indefinite.

**8. Insurance.** I acknowledge and understand that the GCA is not an insurance provider and is not insuring me from any injury or harm that may occur to me or anyone else while I am engaging in any Activity (including without limitation, mountain biking with the GCA). I represent to the GCA that I either: (i) have my own insurance (such as health insurance, hospital indemnity insurance or a liability policy) that will cover any costs or expenses that I may incur if I am injured or someone else is injured as a result of my participation in mountain biking or other Activity; or (ii) I have knowingly chosen to participate in mountain biking or other Activity without such insurance.

**9. Indemnification.** I promise to indemnify, hold harmless and defend the Releasees and each of them against any and all claims to which Section 4 of this Agreement applies, including claims for the negligence of any Releasee. I also promise to indemnify, hold harmless and defend the Releasees and each of them against any and all claims for my own negligence, and any other claims arising from my participation in any Activity. In accordance with these promises, I will reimburse the Releasees and each of them for any damages, reasonable settlements and defense costs, including attorneys' fees, that they incur because of such claims made against them. I agree that in the event of my death or disability, the terms of this Agreement, including the indemnification obligations set forth in this Section, will be binding upon my estate and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

**10. Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

**11. Waiver.** No waiver of any term or condition of this Agreement will be effective unless set forth in a written instrument that explicitly refers to this Agreement that is duly executed by or on behalf of the GCA. No waiver by the GCA of any term or condition of this Agreement, in any one or more instances, will be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any prior, concurrent or future occasion.

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**12. Entire Agreement.** This Agreement (including the exhibits hereto) constitutes the entire agreement between me and the GCA with respect to the subject matter hereof and supersedes all previous agreements and understandings between me and the GCA. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by any Releasee about mountain biking or any Activity, other than that what is set forth in this Agreement. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

**13. Modification.** This Agreement may be altered, amended or changed only by a writing making specific reference to this Agreement and the clause to be modified, which amendment is signed by a duly authorized representative of the GCA.

**14. Media Release.** I hereby grant to and authorize to the GCA, its affiliates and sponsors the right to use, without payment or any other consideration, my name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video and audio recordings, audiotapes, digital images, and the like taken of me during any Event or other Activity (collectively, the "Images"), as well as the right to take, edit, alter, copy, exhibit, publish, distribute and make use of, in any form, any and all Images of me, in and/or for the GCA, its affiliates' and sponsors promotional materials including, but not limited to, newsletters, flyers, posters, brochures, advertisements, fundraising letters, reproductions, reprints, bulletins, annual reports, websites, videotapes, social networking sites and other print and digital communications, publications, press kits and submissions to journalists. This authorization extends to all languages, media, formats and markets now known or hereafter devised. This authorization shall continue indefinitely, unless I otherwise revoke said authorization in writing. I understand and agree that the Images shall become the property of the GCA and will not be returned. I hereby hold harmless, and release the GCA and its affiliates from all liability, claims, petitions, and causes of action relating to the Images which I, my heirs, representatives, executors, administrators, or any other persons may make while acting on my behalf or on behalf of my estate. I have read this release before signing below and I fully understand the contents, meaning and impact of this release.

**15. Arbitration.** Any controversy between the parties hereto involving any claim arising out of or relating to negligence, a breach of agreement, obligation or other duty, or other dispute or claim arising out of this Agreement or my participation in any Activity, shall be submitted to and be settled by **FINAL AND BINDING** arbitration in Fannin County, Georgia, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. I understand and acknowledge that by agreeing to final and binding arbitration as set forth in this Section 15, I am waiving certain rights that I might have under Georgia law, such as a right to jury trial, waiver of rights to discovery of evidence, and any right to appeal. In the event that a controversy, claim or dispute is not or cannot be arbitrated, I consent and agree to the jurisdiction of and venue in the state courts of Fannin County, Georgia.

**16. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the state of Georgia without giving effect to the principles of conflicts of law thereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

My Initials: \_\_\_\_\_ Date: \_\_\_\_\_, 202\_\_

GCA Student try it out "one time"

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS **RELEASE OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNIFICATION AGREEMENT** PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**If Participant is a minor, signature of parent or guardian is required below:**

In consideration of the minor child being permitted to be a participant in mountain biking with the GCA (the "Activity"), I accept and agree to the full contents of this Agreement, including without limitation the waiver and release of all claims and the agreement to arbitrate. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding his/her participation in the Activity. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY and DEFEND** the Releasees (defined above) and each of them from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child during the Activity or that is in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of any Released Party. I understand that nothing in this Agreement is intended to release claims for gross negligence, intentional or reckless misconduct.

Parent/Responsible Adult Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

Date: \_\_\_\_\_

My Initials: \_\_\_\_\_ Date: \_\_\_\_\_, 202\_\_

**EXHIBIT A**



**CODE OF CONDUCT**

A core mission of the Georgia Cycling Association (“GCA”) is to play an important role in promoting the physical, social and emotional development of our student-athletes. It is therefore essential for parents, coaches and officials to encourage our student-athletes to embrace the values of good sportsmanship. Moreover, everyone involved in the GCA, whether student-athletes or adults involved in coaching, volunteering, attending or otherwise participating in GCA events, should be models of good sportsmanship and should lead by example by demonstrating fairness, respect and self-control.

**I therefore pledge to be responsible for my words and actions while attending, coaching, officiating or participating in GCA sponsored activities (including without limitation, all practices and GCA events), as well as at all times while I am generally associated with GCA (such as during a competitive season in my role as a coach, volunteer or official), and I shall conform my behavior to the following code of conduct:**

1. I will not engage in unsportsmanlike conduct with any coach, parent, player, participant, official or any other attendee.
2. I will not encourage my child, or any other person, to engage in unsportsmanlike conduct with any coach, parent, player, participant, official or any other attendee.
3. I will not engage in any behavior which would endanger the health, safety or well-being of any coach, parent, player, participant, official or any other attendee.
4. I will not encourage my child, or any other person, to engage in any behavior which would endanger the health, safety or well-being of any coach, parent, player, participant, official or any other attendee.
5. I will not use drugs or alcohol while at GCA events and will not attend, coach, officiate or participate in GCA events while under the influence of drugs or alcohol.

My Initials: \_\_\_\_\_ Date: \_\_\_\_\_, 202\_\_

GCA Student try it out "one time"

6. I will not permit my child, or encourage any other person, to use drugs or alcohol at any GCA event and will not permit my child, or encourage any other person, to attend, coach, officiate or participate in any GCA event while under the influence of drugs or alcohol.
7. I will not engage in the use of profanity.
8. I will not encourage my child, or any other person, to engage in the use of profanity.
9. I will treat any coach, parent, rider, participant, official or any other attendee with respect regardless of race, creed, color, national origin, sex, sexual orientation or ability.

If I am a parent or guardian of a rider or other participant, I will encourage my child to treat any coach, parent, rider, participant, official or any other attendee with respect, regardless of race, creed, color, national origin, sex, sexual orientation or ability.

10. I will not engage in verbal or physical threats or abuse aimed at any coach, parent, rider, participant, official or any other attendee.
11. If I am a parent or guardian of a rider or other participant, I will not encourage my child, or any other person, to engage in verbal or physical threats or abuse aimed at any coach, parent, rider, participant, official or any other attendee.
12. I will not initiate a fight or scuffle with any coach, parent, rider, participant, official or any other attendee.
13. If I am a parent or guardian of a rider or other participant, I will not encourage my child, or any other person, to initiate a fight or scuffle with any coach, parent, rider, participant, official or any other attendee.
14. I acknowledge that this Code of Conduct applies to all of my activities and conduct while associated with GCA, including without limitation, my use of social media and other electronic communication methods.

**I hereby agree that if I fail to conform my conduct to the foregoing while attending, coaching, officiating or participating in any GCA event or while generally associated with GCA (such as during a race season in my role as a coach, volunteer or official), I will be subject to disciplinary action by GCA, including but not limited to the following in any order or combination:**

My Initials: \_\_\_\_\_ Date: \_\_\_\_\_, 202\_\_



GCA Student try it out "one time"

1. Verbal warning issued by GCA, organization or school official.
2. Written warning issued by the GCA, organization or school official.
3. Suspension or immediate ejection from a GCA event.
4. Suspension from multiple GCA events.
5. Season suspension or multiple season suspension.
6. Permanent prohibition from participation in GCA events.

My Initials: \_\_\_\_\_ Date: \_\_\_\_\_, 202\_\_