



**MINNESOTA CYCLING PARTICIPATION AGREEMENT AND
ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND
INDEMNITY AGREEMENT**

Full Name: _____

Date: _____

I, the above-named participant, want to participate in the practices, races and/or events identified below. In consideration of the Minnesota Cycling Association allowing me to attend and participate in those practices, races or events, by my signature below, I agree as follows:

1. **Definitions.** As used herein: (a) “Minnesota Cycling Association”, “The Association”, and “MCA” mean the Minnesota High School Cycling League, a Minnesota nonprofit corporation doing business as the Minnesota Cycling Association; (b) “Events” means the current season of the MCA-related practices, races, and those activities sponsored, controlled or organized by the MCA during the season, which I attend or in which I participate; (c) “Released Parties” means (i) the MCA, (ii) the MCA’s officers, directors, employees, coaches and agents, and (iii) any person the MCA has agreed to indemnify as to claims made by Event participants (such as, but not limited to, owners or managers of the property on which any of the Events occur); and (d) “Agreements” means this Participation Agreement and this Assumption of Risk, Release and Waiver of Liability and Indemnity Agreement.

2. **Code of Conduct.** I agree to maintain appropriate behavior for an adult leader associated with a youth organization by following my training and all applicable provisions of the MCA Sporting Regulations, including but not limited to the Code of Conduct. I understand that failure to do so may lead to my suspension or expulsion from MCA activities.

3. **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 the Minnesota Cycling Association.

4. **Rules.** I agree to ride and otherwise participate so as to neither endanger myself or others. I agree that if I observe any unusual significant danger or hazard related to an Event, I will remove myself from participation and bring to the attention of the MCA said danger or hazard immediately. I accept and shall abide by the Minnesota Cycling Association Sporting Regulations, which includes the MCA Code of Conduct, and will ensure that family members and guests also abide by the rules. I understand that any violation of the applicable rules could result in consequences, including but not limited to suspension, point penalties in the race series, or expulsion. I understand that these consequences may be applied to MCA student-athletes for behavior attributable to family members or guest spectators at MCA events.

5. **Insurance.** I represent and warrant that I currently have, and shall maintain throughout the time that I 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 the same. I acknowledge that in the event of an incident that causes significant personal injury



while participating in a MCA sanctioned event, I will provide notice of my injuries to MCA's insurance carrier.

6. **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. I understand that the organizers of the Events are endeavoring to provide a place for bike training, practicing and racing, and 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. I further acknowledge 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 that 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, cognitive injuries, paralysis or death.

7. **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 death and may result from the actions, omissions, or negligence of myself and others, or the actions, omissions or negligence of the MCA, 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 the MCA and acknowledge that despite reasonable efforts to mitigate such dangers, personal injury, serious illness, disability and death could occur.

8. **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 forego participating in the Events, and choose to participate in other bike race events, or forego completely participating in such events.

9. **Communicable Diseases.** I am aware of the contagious nature of bacterial and viral diseases, including COVID-19, and the risk that I may be exposed to or contract diseases while participating in MCA activities. I acknowledge and agree that the Minnesota Cycling Association is following CDC protocols and that it may revise procedures at any time based on updated recommended guidance issued by public health agencies. I agree to comply with the MCA's revised procedures and fully understand and appreciate both the known and potential dangers of participating in the programs of the MCA and acknowledge that despite reasonable efforts to mitigate such dangers, exposure may occur, which could result in quarantine requirements, serious illness, disability, and/or death.

10. **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 the Minnesota Cycling Association and any of their respective coaches, officials, directors, officers, employees, volunteers and agents, including land managers, land owners and sponsors, as well as 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 whether caused by the negligence, active or passive, of the MCA or otherwise while I am participating in any Event. I understand and agree that this release includes any and all claims based on the actions, omissions, or negligence of the Minnesota Cycling Association, including but not limited to negligent rescue attempts, course design, or equipment selection.

11. Minnesota Cycling Association Equipment Waiver. 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. The Minnesota Cycling Association is not responsible for theft, loss or damage to my personal belongings, including belongings in any vehicle parked in an area owned or controlled by the MCA and any belongings I entrust to any agent or volunteer of the MCA. In the event that I use or am otherwise in possession of equipment, including loaner bikes, of the MCA, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Minnesota Cycling Association 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 the Minnesota Cycling Association.

12. Indemnification. I agree to indemnify, defend and hold harmless the Minnesota Cycling Association 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 the MCA while participating in any Event or using any equipment owned by the MCA. 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.

13. 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 Director of the Minnesota Cycling Association before I indicate my consent to this Agreement; and (c) if I indicate to the Minnesota Cycling Association 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 Director of the Minnesota Cycling Association. 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.

14. Media Release. I give permission for the Minnesota Cycling Association, its sponsors, and outside media agents (newspapers, television, etc.) to take photographs, video, and otherwise document me involved in the activities of this program. I give permission for any photographs, results, quotes, audible sounds, rider histories, biographies or video material of me to be used in publicity about the program and organization and by Minnesota Cycling Association sponsors (website, promotional materials, newspaper/magazine articles, etc.).



Minnesota Cycling Association
1036 Creekview LN
Belle Plaine, MN 56011
(612) 524-7445
www.minnesotacycling.org

15. 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.

16. 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.

17. 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 the Minnesota Cycling Association. 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 the Minnesota Cycling Association.

18. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any litigation related to this Agreement shall be resolved in the state or federal courts of the State of Minnesota and the parties hereby irrevocably submit to the exclusive jurisdiction of such courts, and waive any and all objections to such jurisdiction and venue.

19. 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 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 _____



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By signing my name below, I acknowledge that I have read, understand, and fully agree to the terms of this Agreement as described above.

Coach or Volunteer's Signature Name

Date