



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

Minor Athlete's Full Name: _____

Minor's Date of Birth: _____

Minor's Team: _____

Minor's School: _____

Name of Minor's Parent or Guardian: _____

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

1. Definitions. As used herein: (a) "Minnesota Cycling Association", "The Association", and "MCA" means 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. 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.

3. 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 rules set forth in the Minnesota Cycling Association's Sporting Regulations, including but not limited to 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.

4. 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 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.

5. 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. 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. Before participating in any of the races included in the Events, I will inspect and pre-ride 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.

6. 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.

7. 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.



8. **Communicable Diseases.** I am aware of the contagious nature of bacterial and viral diseases, including COVID-19, and the risk that I or my minor child 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.

9. **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 or my minor children whether caused by the negligence, active or passive, of the MCA 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 the Minnesota Cycling Association, including but not limited to negligent rescue attempts, course design, or equipment selection

10. **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.

11. **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.

12. **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.

13. **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 my child (or me, if I am over 18) involved in the activities of this program. I give permission for any photographs, results, quotes, audible sounds, rider histories, biographies or video material of my child (or me, if I am over 18) to be used in publicity about the program and organization and by Minnesota Cycling Association sponsors (website, promotional materials, newspaper/magazine articles, etc.).”

14. **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.

15. **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.

16. **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.

17. **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.



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18. 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 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

_____, a minor

By: _____, the parent or guardian of the minor

IF SIGNING ON BEHALF OF MINORS: This is to certify that I understand that this agreement is made on behalf of my minor child(ren) and/or legal ward(s) and I represent and warrant that I have full authority to sign this agreement on behalf of such minor(s). As a parent/guardian with legal responsibility for this participant, I have read and explained the provisions in this agreement to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and protocols. My child/ward understand and accepts these risks and responsibilities and I, my spouse and child/ward have read and understand the terms of this agreement and agree to its terms.

Signature: _____