## Release of Claims. Waiver of Liability for Personal Injury and Media Release Release of Claims for Personal Injury, Photo, Video and Audio

## PLEASE READ CAREFULLY! THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS!

This agreement (this "Release") is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by (the "Participant"), in favor of FredericksburgArea Interscholastic Cycling Team, a Virginia nonprofit corporation, its respective directors, officers, agents and adult volunteers (collectively, "Fredericksburg AreaInterscholastic Cycling Team", FAICT", "Fredericksburg Area Racing", "Fredericksburg Area Composite" or, other names under which the non-profit entity participates in corporation sponsored activities).

The Participant desires to engage in vigorous fitness, potential high-risk bicycling or other related preparatory fitness activities as a participant with, or for, Fredericksburg Area Interscholastic Cycling Team; (FAICT) and engage in the activities by being a Participant (the "Activities"). Participant understands the Activities may include vigorous fitness and cycling. Riding various types of bicycles, interacting with vehicular traffic, in various types of conditions on various types of terrain with both on and off street surfaces. The Activities have obstacles and hazards, in various good and adverse weather conditions. All the Activities are used to practice for, and race in, bicycling competitions with FAICT. Activities occur in various locations across the Commonwealth of Virginia on public and privately owned property.

The Participant hereby freely, voluntarily, and without duress executes this Release under the following terms:

**Voluntary Participation:** Participant understands that their participation in the Activities is voluntary. Participant represents to the FAICT that Participant is physically capable of participating in the Activities and Participant has no known health restrictions, which may jeopardize Participant's safety or health or, safety or health of others during Participant's participation in the Activities.

**Identification of Risk:** Participant understands that participation in the Activities may involve risk of injury or loss, both to person and property. Participant further understands that this Release is intended to address all risks of every kind associated with Participant's participation in the Activities, including that even though unintended, such risks may be created by the action, inaction or negligence of the FAICT. There may be risks not known and not reasonably foreseeable at this time. The failure of FAICT to foresee or protect Participant from the actions, inactions, recklessness or intentional or criminal misconduct of others, or the inadequacy or unavailability of medical facilities or treatment or the inadequacy of supervision by FAICT will not create any liability on the part of FAICT. The Participant and/or parent and/or legal guardian are responsible for determining the level of FAICT activity engagement they believe the Participant is best suited for in their sole judgment.

The Participant understands that the FAICT Activities may include physical exertion and practice of bicycle handling skills and race activities that may be hazardous to the Participant, including, but not limited to: riding a bicycle fast, running into fixed objects, jumping over obstacles, moving at fast speeds on uneven, wet and slippery surfaces, and over loose natural material. The Participant will perform high-risk bicycle maneuvers that may intentionally or unintentionally cause the bicycle or Participant to not have any contact with the ground surface or strike hard objects with uncontrolled high force impact. These activities may also involve loading and unloading heavy and awkward shaped items as well as, being in both indoor and outdoor natural environments. The activities may occur on public and privately owned property where first aid response and medical aid may not be nearby that will add additional risks to the Participant. Risk also includes those associated with transportation to and from the activity, practice and race competition sites.

The risk to the Participant may cause minor or major life threatening conditions or injuries including: respiratory distress, exposure to transmissible viruses, allergic reactions, abrasions, bruises, sprains, cuts, internal injury, concussion and death. Participant or their parent/legal guardian hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases FAICT from all liability for injury, illness, death, or property damage resulting from the Activities.

Release and Waiver: Participant does hereby waive, release and forever discharge and hold harmless FAICT and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant's Activities. Participant understands that this Release discharges FAICT from any liability or claim that the Participant may have against FAICT with respect to any bodily injury, personal injury, illness, death or property damage that may result from Participant's Activities with FAICT, whether caused by the negligence of FAICT or its officers, directors, employees, or agents or otherwise. Participant also understands that FAICT does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to life, medical, health, or disability insurance in the event of death, injury or illness.

**Medical Treatment:** Participant does hereby waive, release and forever discharge FAICT from any claim whatsoever which arises or may hereafter arise on account of any first aid response, treatment, or service rendered or lack thereof, in connection with the Participant's Activities with FAICT or with the decision by any representative or agent of FAICT to exercise the power to consent to medical or dental treatment as such power is hereby granted and authorized by this Release.

**Insurance:** The Participant understands that, except as otherwise agreed to by FAICT in writing and through participation in competition youth cycling leagues; FAICT does not carry or maintain any life or health, medical, insurance. The Participant understands that the team does periodically acquire secondary accident insurance coverage for some participant activities. Each Participant is expected and encouraged to obtain his or her own life, medical, disability or health insurance coverage.

**Status:** Participant understands and agrees that Participant is an unpaid Participant and will receive no compensation or benefits for service. Participant agrees to obey all rules of behavior and safety procedures of FAICT, obey the instruction of all coaches, ride leaders, instructors and adult volunteers members. Participant understands that Participant may be dismissed from the corporation at any time with or without cause.

**Media Release:** Participant does hereby grant and convey unto the FAICT all right, title and interest in any and all photographic images and video and audio recordings made by FAICT during the Participant's Activities with FAICT, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable. The above agreements and representations reflect Participant's express understanding of the risks of the referenced Activities, and Participant assumes these risks voluntarily and freely without coercion or duress. This agreement may not be modified orally and may not be waived in any respect.

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year first above written.

Participant Signature: Participant Printed Name :	
	-
Emergency Contact Number	
Alternate Emergency Name and Contact Number	

## PARENT/GUARDIAN RELEASE

Every Participant under the age of 18 must have the following completed. I, as the parent or guardian of the minor Participant named below, hereby give my permission and consent voluntarily and freely for my child to participate in the Activities mentioned above. I fully agree individually and on behalf of my child to the above terms set forth in this document.

Name of Minor : Parent/Guardian Signature :
<del></del>
Cell Phone Number: Parent/Guardian Printed Name :
Sent none Number. Laterio Guardiari Finited Name.
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Medical Conditions:
In the event your child has medical conditions that may require immediate attention by one of the coaches or the child chemself, please list those conditions and recommended course of action. Also include if child carries their own medication and can self medicate.

Condition:	Symptoms of concern & recommended course of action	Emergency Medication	Self Medicate Yes/No