

2010 Sierra Express Racing Team Membership Application

I want to join/rejoin the Sierra Express Racing Cycling Team (SERT). Enclosed is \$175 for individual membership for 2010 (includes 1 team kit, SERT & SEBC membership, discounts) or \$75 for members under 18 (no team shorts). Make check payable to Sierra Express Racing Team. A SERT Team Kit is mandatory for USA Cycling events. Additional 2010 team clothing may be ordered before January 31st for extra cost (see the clothing order form for pricing).

SERT is an informal, non-profit club. Membership fees pay for clothing, NCNCA and USA Team Fees, Team Parties, and meeting expenditures. Sponsorship and extra income will be used for to reimburse a portion of members' USA Cycling event entry fees as available after aforementioned expenditures.

Membership includes team discounts as negotiated with our sponsors and waives your unattached rider fee at USA Cycling events. Please complete and return to the Tour of Nevada City Cycling Shop or to **SERT c/o Craig Lindberg, 16211 American Hill Road, Nevada City CA 95959.**

NAME (please print) _____ PHONE _____

ADDRESS _____ CITY _____ ZIP _____

E-MAIL ADDRESS _____ (Mandatory! All communication is via e-mail!)

SIERRA EXPRESS RACING TEAM RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

In consideration of being permitted to participate in any way in Sierra Express Racing Team ("Team") sponsored Bicycling Activities ("Activity") I for myself, my personal representatives, assigns, heirs, and next of kin:

1. **Acknowledge**, agree, and represent that I understand the nature of Bicycling Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling 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 the Activity.

2. **Fully understand** that: (a) **bicycling 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 Activity, the condition in which the Activity 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 in the Activity.

3. **Hereby release, discharge, and covenant not to sue, and agree to indemnify and save hold harmless** the Team, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and leasers of premises on which the Activity takes place, (each considered one of the "releasees" herein) **from all liability, claims, demands, losses, 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 negligent rescue operations.**

MEDICAL INSURANCE is the responsibility and requirement of all team members. There is no team insurance.

I have read this 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 ALSO AGREE TO WEAR A BICYCLE HELMET ON ALL TEAM RIDES.

DATE _____ AGE _____ SIGNATURE _____

Signature of parent or guardian (needed if applicant is under 18 years of age): _____

Date: _____

Emergency Contact: _____ Phone #: (_____) _____

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY
AND PARENTAL CONSENT AGREEMENT**

("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in the Sierra Express Bicycle Club ("CLUB") sponsored bicycling activities (Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of bicycling activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) BICYCLING 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 Activity, the condition in which the Activity 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 Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club, the LAB, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, 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 NEGLIGENT RESCUE OPERATIONS; AND I 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 READ THIS 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.

PRINTED NAME OF PARTICIPANT:

ADDRESS:

(Street) _____

(City) _____

(State) _____

(Zip) _____

(Telephone) _____

PARTICIPANT'S SIGNATURE

DATE

