

EAST POINT VELODROME ASSOCIATION, INC.
ACCIDENT WAIVER AND RELEASE AGREEMENT

In consideration for allowing me to participate in activities and events held at the Dick Lane Velodrome (the "DLV"), located in Sumner Park at Lexington Avenue, East Point, GA 30344 and operated by East Point Velodrome Association, Inc., a non-profit Georgia corporation (hereinafter "EPVA"), and to use all associated facilities and services, I, on behalf of myself, my heirs, assigns and legal representatives, agree as follows:

I. Acknowledgment and Assumption of Risk

I acknowledge that cycling, and track cycling in particular, is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, my conditioning and the conditioning of other participants, equipment, motorized vehicles, and the actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event. These risks apply to volunteers as well as participants. **I hereby recognize and assume all of the risks of participating and/or volunteering in activities and events at or related to the DLV.**

II. Certification of Fitness and Knowledge of Rules

I certify that I am physically fit, have sufficiently trained to be a participant in cycling events, and have not been advised otherwise by a qualified medical person. I further certify that I am familiar with the rules related to riding and racing a bicycle on a track by virtue of having taken a class on track riding and/or by being an experienced cyclist and reading the rules related to track riding available on the DLV website (www.dicklanevelodrome.com) and I agree to abide by these rules and any other rules prescribed by EPVA representatives or cycling officials.

III. Release of Liability

I hereby waive, release and discharge the City of East Point, American Track Racing Association and EPVA and their respective directors, officers, employees, volunteers, agents, event holders, event promoters, event sponsors, event volunteers, event permit grantors, event property owners, and event participants (the "Releasees"), **from any and all liability for my death, disability, personal injury, property damage, property theft, lost income, or any other losses, costs or actions of any kind which hereafter may accrue to me by virtue of my training for, participating in, or traveling to/from any activity or event at or related to the DLV due to the negligence, carelessness, or recklessness of the Releasees or due to dangerous or defective equipment or property that is owned or that is negligently, carelessly, or recklessly maintained or controlled by the Releasees.** Further, I hereby agree to indemnify and hold harmless the Releasees from any and all liabilities or claims made by other individuals or entities as a result of any of my actions in conjunction with my participation in activities and events at or related to the DLV.

IV. Medical Treatment

I hereby consent to receive medical treatment in the event of injury, accident or illness. I acknowledge, however, that the Releasees are not obligated to provide medical attention to me.

V. Use of Likeness

I understand that I may be photographed at events and activities held at or related to the DLV. I agree to allow the EPVA to use my likeness, whether in photographic, video or other form, **without charge** for purposes of promoting and/or advertising the sport of cycling, the DLV, the EPVA, or any activity or event put on by the DLV.

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VI. Use of Equipment

I understand that I may be permitted to borrow bicycles, wheels and other equipment from EPVA for use in activities and events at or related to the DLV. While a nominal fee may be charged to cover certain expenses of owning such equipment, such as maintenance, I further understand that such equipment is being loaned to me, and that this does not constitute a rental agreement. **I understand that EPVA provides no warranties, express or implied, as to the fitness or mechanical soundness of any equipment loaned to me; and I certify that I have or will examine any bicycle, including but not limited to its tires, wheels, gears, chain, handlebar, seat and bolts, and other equipment loaned to me to ensure that it is properly assembled and fit to ride and race.** I agree to return all equipment loaned to me at the end of each activity or event for which I use it, and I understand that I may be assessed the replacement value of such equipment if I do not promptly return it.

VII. Agreement to Be Bound

I certify that I have read and understand the terms of this agreement, and I acknowledge that this agreement will be relied upon by holders, sponsors and organizers of activities and events in which I participate and that it will govern my actions and responsibilities at each such activity or event.

Name (print) _____ Today's Date _____

Racing Age _____ Track Racing Category _____ USAC License No. _____

Street Address _____

City _____ State _____ Zip _____

Phone (home) _____ Phone (cell/work) _____

Email Address: _____

How did you hear about the DLV? _____

Emergency Contact: _____ Phone: _____

Signature of entrant: _____

PARENT/GUARDIAN WAIVER FOR MINORS (Under 18 years old)

I am the parent, natural guardian or legal guardian of the above-named minor and am acting in such capacity. I hereby agree to the terms of this Accident Waiver and Release Agreement.

Parent/guardian Name (print) _____ Today's Date: _____

Signature of parent or guardian: _____