

# 2010 WAIVER and DECLARATION: Cycling British Columbia / CCA Memberships

All CCA/UCI license holders must sign Part 1 & 2

## PART 1. Waiver, Release & Indemnity

I, \_\_\_\_\_ understand and agree that my participation in events, programs, races, or activities organized, operated, conducted and/or sanctioned by the Canadian Cycling Association and/or Provincial Associations and Various CCA Clubs and Members registered with CCA is conditional upon my execution of this document.

1. I am aware that cycling, and in particular competitive cycling, endurance and BMX racing, involves the possibility of injury or death.
2. I accept these risks, and all others arising from these events and programs, even if arising from the **negligence, gross negligence or negligent rescue** by those associated in any way with the **Canadian Cycling Association** events and programs I may be involved in, the venues at which these events and programs takes place or by those organizing, officiating, or participating in these events and programs throughout the year, including their respective officers, directors, employees, agents, servants, volunteers and representatives (the "Releasees").
3. I understand that all applicable rules for participation must be followed and that **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, including my physical and emotional preparation and fitness to participate in all events and programs throughout the year.
4. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time, at any event or program, I feel unable or unfit to safety continue for any reason.
5. I give, a **FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I have, or may have in the future, against **Canadian Cycling Association, and all other Releasees** from all liability for any loss damage, injury or expense that I may suffer as a result of my participation in any part or parts of the events or programs or my presence at any venue at which they may take place, due to any cause whatsoever including the forms of negligence set forth in paragraph 2 above or from any breach of contract or statutory duty or other duty of care including any duty of care owed under the relevant Occupier's Liability Act, on the part of the Releasees.
6. I **AGREE NOT TO SUE** and I further **agree TO INDEMNIFY AND SAVE HARMLESS** the Releasees from all expenses, fees, liability or damage award or cost of any type whatsoever arising from my participation in these events or programs.

**I HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY. I am aware that by signing this agreement I am waiving substantial legal rights (on my behalf and on behalf of my heirs, executors, administrators and next of kin), including the giving up of my right to sue.**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## PARENTAL CONSENT FOR MINOR PARTICIPANT and INDEMNITY AGREEMENT

**Must be signed by Parent/ Guardian of all Applicants Under 19 yrs**

I have read and understood the above waiver, release and indemnity, and have discussed the same with the minor person signing above. I am satisfied the said minor understands the waiver and release and his/her obligations as set out. In consideration of the participation of my minor child/ward I too agree to waive, release and indemnify the Releasees in the terms set out above.

*I am aware that by signing this agreement I am waiving substantial legal rights, which my minor child/ward and I, our respective heirs, executors, administrators and next of kin may have against the Releasees.*

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## PART 2. Race & Technical License Declaration

1. I hereby declare that I am aware of no reason why I should not be issued with the license requested. I undertake to return my license as soon as a new element occurs modifying substantially the circumstances existing at the time of the license application. I declare that I have not applied for a license for the same year to the UCI or to any other National Federation. I assume exclusive liability for this application and for the use I shall make of the license.
2. I hereby undertake to respect the Constitution and Regulations of the International Cycling Union, its Continental Confederations and its National Federations. I declare having read or having had the opportunity to read such Constitution and Regulations. I shall participate in cycling competitions or events in a fair and sporting manner. I shall submit to any disciplinary measures taken against me and shall take any appeals and litigation before the authorities provided for in the Regulations. I accept the Court of Arbitration for Sport (CAS) as the only competent jurisdiction of appeal in the cases provided for by the Regulations and in compliance with the terms thereof. I accept that the decisions of CAS shall be final and binding and not subject to appeal. With that reservation, I shall submit any litigation with the UCI exclusively to the tribunals at UCI headquarters.
3. I accept to comply with and to be bound by the UCI anti-doping regulations, the World Anti-Doping Code and its International Standards to which the UCI anti-doping regulations refer as well as the anti-doping regulations of other competent instances as foreseen by the UCI Regulations and the World Anti-Doping Code, provided such regulations comply with the World Anti-doping Code. I agree the results of the analysis may be made public and communicated in detail to my club, team or Trade Team or to my paramedical assistant or doctor. I agree that all urine samples taken shall become the property of the UCI which may have them analyzed, especially for the purposes of health protection research and information. I agree that my doctor or the doctor of my club, team or Trade Team may, on a request from the UCI, communicate to it a list of any medicines I took and treatment I underwent before any given competition.
4. I accept the conditions regarding blood testing and accept to undergo blood tests.

SIGNATURE: \_\_\_\_\_

DATE : \_\_\_\_\_

Parent/Guardian Signature -  
(if applicant is under 19 years of age): \_\_\_\_\_

**Completed waivers may be faxed to 604-737-3141**