



Colorado High School Cycling League
5765 Arapahoe St, Unit C, Boulder, CO 80303
(720) 235-8187
www.coloradomt.org

PARTICIPATION AGREEMENT & WAIVER AND RELEASE OF LIABILITY

Student-Athlete/Coach/Volunteer Full Name: _____

Date of Birth: _____ Team: _____

I, the coach, volunteer, or guardian of the named above, want to participate in one or more of the Events defined below. In consideration of the being permitted to participate, I, by my electronic signature below, agree as follows:

- 1. Definitions.** (a) "Colorado League" means the Colorado High School Cycling League; (b) the term "Events" means any and all practices, races, and other activities sponsored, controlled or organized in any way by the Colorado League (including but not limited to trail maintenance activities), which Events occur in the twelve-month period following the date of these Agreements; (c) the term "Released Parties" means (i) the Colorado League, (ii) the Colorado League's officers, directors, employees, coaches, volunteers, and agents, and (iii) any person the Colorado League has agreed to indemnify as to claims made by Event participants (such as, but not limited to, owners of the property on which any of the Events occur), medical providers, security, and other vendors contracted by the Colorado League; and (d) the term "Agreements" means this Participation Agreement and the related Waiver & Release of Liability Agreement.
- 2. Fitness.** I represent and warrant that I have sufficient experience with mountain biking, and that I have a sufficient level of fitness and health to participate in the Events. I confirm that I am aware that other groups may offer less grueling, challenging, and risky recreational activities than does the Colorado League.
- 3. Equipment.** I acknowledge that it is my responsibility to provide, utilize and maintain the bike, helmet, equipment, clothing, and other accessories necessary for my safe participation in the Events. I agree to wear a helmet, which satisfies the requirements of the Colorado League's rules and regulations, the purpose of which is to help protect against serious head injury, and I assume all responsibility and liability for the selection of such a helmet.
- 4. Rules.** I accept and shall abide by the Colorado League's rules and regulations, the current version of which can be found [HERE](#). Specific regulations and/or requirements may be applicable to specific events. This information may be included in event flyers and newsletters. It is my responsibility to be informed and comply with all such rules and regulations. I agree that these rules and regulations are subject to change at the Colorado League's sole discretion and shall become binding on me once updated rules and regulations are published on the Colorado League's website or I am notified in writing. I agree to ride and otherwise participate so as to neither endanger myself or others. I agree that if I observe any unusual significant hazard related to an Event, I will remove myself from participation and bring to the attention of the Colorado League said hazard immediately.
- 5. 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 the Colorado League is not an insurance company, and that no one has represented to me that the Colorado League has obtained insurance that would provide coverage to me in the event I am injured while participating in an Event. I acknowledge and agree that in the event of an incident that causes significant personal injury while participating in a Colorado League sanctioned event, the details related to and the extent of my injuries will be shared with the Colorado League's insurance carrier.
- 6. Knowledge of Risks.** The organizers of the Events strive to provide a place for mountain bike training practicing and racing but want to ensure you understand that while some of the risks of mountain biking can be reduced, the very nature of mountain biking makes it impossible, and undesirable, to eliminate all of the risks involved – thus injuries and illness can and do result from such risks of participation. The organizers of the Event want you to understand that MOUNTAIN BIKING IS AN ACTIVITY THAT INVOLVES A LEVEL OF DANGER AND THAT INJURIES, SOMETIMES SERIOUS OR EVEN FATAL, CAN AND DO OCCUR. I acknowledge that I know that given the nature of the sport, including the close physical proximity of other participants, Colorado League personnel, volunteers and spectators, mountain biking is an activity that carries significant risk of serious personal injury. I know there are natural, manmade, mechanical, and environmental conditions and risks, risk of the transmission of communicable and infectious diseases, as well as the Released Parties' negligence, my own negligence, and the negligence of others, that independently or in combination can result in participants in the Events sustaining injury (including permanent disability, mental-injury, or paralysis), or in rare situations, sustaining injuries that result in death. I acknowledge that I have taken advantage of the opportunity to learn about the risks associated with mountain biking and the Events or that I hereby voluntarily forgo that opportunity. I have either familiarized myself with the locations at which Events will be held generally, and the race courses specifically, or hereby voluntarily forgo that opportunity. Before participating in any of the races included in the Events, I will inspect 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. I further acknowledge and accept that certain competitive events may utilize a "virtual" format and that I may be responsible for selecting the route myself, that such events may not be supervised by a licensed coach, and that first aid or medical assistance may not be provided by the Colorado League. In such cases, I am fully responsible for selecting a route that is suitable for my abilities.
- 7. Knowledge of Infectious Disease Risks.** Coronavirus Disease 2019 ("Covid-19") is an infectious disease caused by severe acute respiratory syndrome coronavirus 2 (the "Coronavirus"). Coronavirus is highly infectious and can easily spread from person to person. Additional information regarding Covid-19 can be obtained at the websites of the U.S. Center for Disease Control, or the World Health Organization. Participation in team sports (including mountain biking), carries the risk that participants will be exposed to the Coronavirus, and possibly other viruses and/or infectious diseases which may later be discovered or identified, which can result in the exposed person developing Covid-19 or other serious illness. Persons who develop Covid-19 can become seriously ill, develop a permanent disability, or even in some cases die. The Colorado League will take reasonable measures to mitigate such risks. However, I acknowledge that the very nature of the team sport of mountain biking and the very nature of the Events make it impossible to eliminate all of the potential infectious disease risks (including but not limited to your potential exposure to the Coronavirus that causes Covid-19). **THUS, I ACKNOWLEDGE AND AGREE THAT IF I CHOOSE TO PARTICIPATE IN THE EVENTS, I MIGHT BE EXPOSED TO COMMUNICABLE VIRUSES AND INFECTIOUS DISEASES AND MY PARTICIPATION INVOLVES SOME RISK OF DEVELOPING INFECTIOUS DISEASES, INCLUDING BUT NOT LIMITED TO COVID-19.** Additionally, I agree to abide by all health and safety protocols required by the League and, as

applicable, by federal, state, county and local health departments and other governmental authorities.

- 8. Assumption of Risks.** I hereby accept and assume all risks associated with attending and/or participating in the Events, and I acknowledge that I alone am responsible for my personal safety. I agree to accept all responsibility for the risks, conditions and hazards which may exist during the Events, whether or not I at this time know of or foresee the specific risk, condition or hazard that results in the injury.
- 9. Emergency Medical Treatment.** I hereby authorize the Colorado League, including Released Parties, to secure medical attention and treatment in the event the I, my parent/guardian or other designated emergency contact is incapable of making medical decisions independently. I understand the Colorado League will attempt to obtain my authorization (if I am over 18) the authorization of my parent/guardian or other designated emergency contact in advance. I understand, however, that notification prior to treatment is not always possible in emergency situations or where immediate means of communications are not readily available.
- 10. Waiver & My Responsibility for Injury Costs.** I HEREBY WAIVE ALL CLAIMS (EXCEPT AS EXPRESSLY INDICATED IN THIS PARAGRAPH) I MAY IN THE FUTURE HAVE AGAINST ANY OF THE RELEASED PARTIES RELATING IN ANY WAY TO PERSONAL INJURIES, ILLNESS OR DEATH I SUSTAIN DUE TO MY ATTENDANCE AT OR PARTICIPATION IN ANY OF THE EVENTS. I SPECIFICALLY RELEASE AND DISCHARGE, IN ADVANCE, THE RELEASED PARTIES FROM ANY AND ALL LIABILITY THAT MAY ARISE OUT OF ANY RELEASED PARTY'S NEGLIGENCE IN ASSOCIATION WITH ANY EVENT (INCLUDING BUT NOT LIMITED TO NEGLIGENT RESCUE ATTEMPTS, COURSE DESIGN, OR EQUIPMENT SELECTION) BUT I DO NOT BY THIS AGREEMENT WAIVE, RELEASE OR DISCHARGE ANY CLAIMS FOR HARM CAUSED BY A RELEASED PARTY INTENTIONALLY OR RECKLESSLY. AS TO ANY CLAIM RELEASED HEREBY, I AGREE NOT TO SUE ANY OF THE RELEASED PARTIES FOR SUCH RELEASED CLAIMS. I AGREE TO BE PERSONALLY RESPONSIBLE FOR ANY COSTS, EXPENSES OR DAMAGES ARISING OUT OF OR RELATED TO SUCH RELEASED CLAIMS.
- 11. Property Damage Waiver.** I alone am responsible for my personal belongings, including breakage or loss of bikes and other equipment that I bring to an Event. I hereby WAIVE, in advance, ALL CLAIMS for loss, theft or damage to any property owned or controlled by me, that I may in the future have against the Colorado League relating in any way to an Event and either of the following: (a) my choosing to park any vehicle owned or controlled by me in any areas owned or controlled by the Colorado League; and (b) my choosing to give possession of any of my personal belongings to any agent or volunteer of the Colorado League. This waiver, release and discharge of property damage claims includes, but is not limited to, claims arising out of the NEGLIGENCE of the Released Parties.
- 12. Indemnification.** I agree to be responsible for bearing any and all costs, expenses and damages sustained by me (or those who depend upon me, or who are responsible for me) that arise out of or related to any claim released by the Agreements. As such, I hereby agree to HOLD HARMLESS, DEFEND and INDEMNIFY the Released Parties (that is, defend and pay any judgments or costs, including investigation costs and attorneys' fees) from any and all claims of mine—and of any spouse, parent, guardian, child, heir, representative or assign of mine—arising from loss or damages (be it property or personal-injury related) due to my attendance at or participation in an Event.
- 13. 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 forgo participating in the Events, and choose to participate in other mountain bike race events, or forgo completely participating in such events.
- 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. Governing Law.** All terms and conditions of this Agreement are binding on me, and any spouse, parent, guardian, heir, executor, assign or success of mine (collectively "Successors"). I hereby waive and release, to the maximum extent permitted by law, any and all claims that may in the future belong to any Successor arising out of my attendance at or participation in the Events. Any disputes arising out of or related to this Agreement to Participate and Release of Liability shall be resolved under Colorado law and I expressly consent to the exclusive jurisdiction of the District Court for Boulder County, Colorado as the exclusive venue for resolution of any such disputes
- 16. Truth.** I represent and warrant that: (a) I have read this Participation Agreement; (b) I shall read all agreements that are part of the Colorado League registration process; (c) I will not consent to any of these Agreements unless I understand them; and (d) the information I provide in the Agreements and as part of the registration process for the Events is true.
- 17. 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.
- 18. 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 Colorado League. 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 Colorado League.
- 19. Other Acknowledgments.** I acknowledge and represent that: (a) I have read this Agreement and the related Participation Agreement; (b) I understand this Agreement; (c) on the date I indicate my consent to this Agreement I am at least 18 years of age; (d) I understand that by e-signing below I am giving up important legal rights that I might otherwise have; and (e) I am entering into this Agreement and choosing to participate in the Events without compulsion, and by my own free will.

THIS IS A WAIVER & RELEASE OF LIABILITY AGREEMENT PLEASE READ ALL OF THE ABOVE, BEFORE E-SIGNING BELOW

Coach, Volunteer, or Guardian's Signature

Printed Name

Date