**2019 RIDER AGREEMENT**

**1. As a member of Team Dayton Cycling, I agree to and affirm the following:**

a. I have read and understand and agree to abide by the requirements in the Team Dayton Member Handbook located on the Team Dayton Cycling website: teamdaytoncycling.com

b. I will promote my team, my sponsors and my community and act as an ambassador of cycling and my team at all times.

c. I will do my best to enhance teamwork and good sportsmanship when racing and training.

d. I must purchase a USA Cycling (USAC) license for the racing season and list Team Dayton Bicycling as my Club.

e. I must purchase a complete 2019 Team Dayton uniform (jersey and shorts or skin suit) and wear the current uniform at ALL races and promotional events.

f. I understand that I am not allowed to compete for any other club or team without the prior consent of the Team Manager.

g. I will race and volunteer to accumulate 10 points each year (1 point for each hour volunteered, 1 point for each race completed, 1 point for each group ride I organize and open up to team members and 1 point for each charity ride approved by or announced by the Board of Directors.) I will record my volunteer hours, race results and approved charity rides on the team website within 7 days of completion. I understand failure to do this in a timely manner may result in not receiving credit or race reimbursement. Tier 1 and Tier 2 Select riders agree to higher requirements.

h. I understand that the discounts from our sponsors are for team members’ use only unless otherwise indicated. I agree to not disclose sponsor pricing information outside the team.

i. Team Dayton and any person authorized by them may use my name, photographs, likeness, accomplishments, or statements in any manner and without time limitation.

j. I will notify the Membership Director (tdcyclingmembership@gmail.com) with any changes to my personal information including upgrades.

k. I will notify the Social Media and Sponsorship Director when I have podium finishes and if any media interviews me.

l. Participation in the annual team photo shoot is required. Requests to miss the event must be made in advance and will be considered on a case by case basis by the Team Manager. Failure to attend without obtaining approval from the team manager may result in receiving reduced or no race reimbursement.

m. Exceptions to requirements are granted by the Team Manager on a case-by-case basis. Violation of the Rider Agreement is subject to loss of benefits and/or suspension.

**2. Membership Benefits:** Those who meet the above requirements are eligible for:

a. Sponsor discounts and offers (not otherwise restricted).

b. Partial or full race reimbursements for races as specified by the Board of Directors

c. Free race entry to races specified by the Board of Directors

d. Free indoor and outdoor training sessions and clinics presented by the team

e. Tier 1 and Tier 2 Select riders are eligible for additional benefits.

**3.** **Waiver and Release of Liability**

In consideration of being allowed to participate in any way as a member of Team Dayton Cycling, its related events and activities, I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Organization immediately; and
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Team Dayton Cycling and USA Cycling, Inc., their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors or premises used for the activity (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. I agree it is my sole responsibility to be familiar with race courses and race agenda, the Releasees’ rules, and any special regulations for the event and agree to comply with all such rules and regulations. I understand and agree that situations may arise during racing, training, and other activities which may be beyond the control of the Releasees, and I must continually ride and otherwise participate so as to neither endanger myself nor others.
6. I accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with any event.
7. I will compete and train wearing a helmet which satisfies the requirements of USA Cycling rules or regulations and that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet and any modifications or attachments thereto.
8. I have no physical or medical condition, which to my knowledge, would endanger me or others if I participate for Team Dayton Bicycling or interfere with my ability to participate in cycling training or competition.
9. I understand and agree that the UCI Anti-Doping Rules and U.S. Anti-Doping Agency (USADA) Protocol apply to me and that it is my responsibility to comply with those rules. I agree to submit to drug testing and understand that the use of methods or substances prohibited by the applicable anti-doping rules would make me subject to penalties including, but not limited to, disqualification and suspension. If it is determined that I may have committed a doping violation, I agree to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of the UCI and/or my national federation, if referred by USADA.
10. I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from my participation with Team Dayton Cycling. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.
11. I attest that I am eighteen (18) years of age or older (or that if I am younger, my parents or legal guardian have executed this waiver below), and that I am physically fit and sufficiently trained to participate in all activities associated with the program or events and my participation in such program or events is voluntary.
12. This agreement will remain in effect until December 31, 2019. Team Dayton reserves the right to deny or revoke membership if any of the above terms are not met.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

**X \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **PARTICIPANTS SIGNATURE**

**FOR PARENT/LEGAL GUARDIAN OF PARTITIPANTS OF MINORITY AGE (UNDER 18)**

**This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child’s involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.**

**X \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **PARENT/LEGAL GUARDIAN SIGNATURE (PRINT NAME)**

New Member Application and Contact Form

Version #5 08-23-16

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Age in 2019: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address/Apt#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/Town/State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Male/Female: \_\_\_

Profession: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

USA Cycling License (y/n): \_\_\_\_\_ Expiration Date: \_\_\_\_\_\_\_\_\_\_\_

Category - Road: \_\_\_\_\_ (1, 2, 3, 4, 5)

Category – Cycle-cross: \_\_\_\_\_ (1, 2, 3, 4, 5)

Category - Mountain: \_\_\_\_\_\_\_\_ (1,2,3)

Other: (BMX, track, etc.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Primary Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Secondary Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Why do you want to join Team Dayton?
2. What could you contribute to Team Dayton?
3. Why do you believe you will be a good teammate?
4. What is your cycling background/experience? Please attach a race resume if applicable.
5. Are there current member(s) you know or have ridden with?

**Please send the Rider Agreement, Waiver, Personal Information Form and a race resume to the email address below as a scanned PDF file. Anything other than a PDF file will not be accepted. If you are unable to fill out the online form or send a completed scanned in PDF file, please email Heather Lawhorn at tdcyclingmembership@gmail.com**

**Email scanned copy to Heather Lawhorn at:** **tdcyclingmembership@gmail.com**