

TIENI DURO

2007 Application / Liability Release

I would like to join/renew membership in Tieni Duro Junior Cycling Development Team. I understand that the membership in this club is for the express purpose of supporting a junior racing team. Due to the hazardous nature of the sport, all contact information will be published in the team directory, unless otherwise requested. This allows the staff AND or other parents to locate a rider's parents in the case of an emergency.

Rider Information

Name: _____ E-Mail: _____ Birth Date: _____

Street: _____ City: _____ Zip: _____

Home Phone: _____ Cell Phone: _____ License # / Category _____

Emergency Contact: (Name/Phone) _____ Insurance Carrier: _____

Parent Information

Names: _____ Home Phone: _____

Work Phone(s): _____ Cell Phone(s): _____

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY (AGREEMENT)

IN CONSIDERATION of being permitted to participate in any way in TIENI DURO ("Club") sponsored Bicycling Activities ("Activity") I for myself, my personal representative, 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 ("Risk"); (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 the Club, their respective administrators, directors, agents, officers, coaches, mentors, volunteers, employees, other participants, any sponsor, advertisers, and if applicable, owners and lessor of premises over 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 NEGLECT RESCUE OPERATIONS, AND I FURTHER AGREE IF, 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 may occur 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 NONCONDITIONAL 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.

PARTICIPANT'S Signature: _____ Printed NAME: _____ DATE: _____

Note: If 17 or under, signature of Parent or Guardian is required below: The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save, hold harmless and indemnify each and all of the parties referred to above from all liability, loss, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

PARENT'S OR GUARDIAN'S Signature: _____ Printed NAME: _____ DATE: _____

**Please sign the completed release form and mail to: Tieni Duro, Attn: Applications, P.O. Box 899, Lafayette, CA 94549-3767
Prospective members attach a check in the amount of \$20.00. Full Members - attach the Membership/Clothing order and payment form with a check in the appropriate amount made payable to Tieni Duro Junior Cycling Development.**

PLEASE KEEP A COPY OF THIS RELEASE FOR YOUR FILES