



Violet Crown Sports Association

Membership Agreement

Join the Violet Crown.

To join Violet Crown Sports Association, one of the most active bicycle racing clubs in Texas, please fill out the following membership agreement, sign it, and send a check for \$20 (for individuals) or \$30 (families) to:

Violet Crown Sports Association
P.O. Box 10186
Austin, TX 78766

Each member must fill out and sign a membership agreement and release. Juniors are not charged a membership fee.

Membership agreement and release of liability.

I acknowledge that by signing this document, I am releasing the Violet Crown Sports Association and others from liability. This release is a contract with legal consequences. I have been advised to read it carefully before signing.

In consideration of membership in the Violet Crown Sports Association (VCSA), a bicycle club affiliated with USA Cycling (USAC), I hereby freely agree to and make the following contractual representations and agreements.

I acknowledge that cycling is an inherently dangerous sport and fully realize the dangers of participating in bicycling activities and *fully assume the risks associated with such participation including*, by way of example and not limitation, the following: the dangers of collision with pedestrians, vehicles, other cyclists, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, *the released parties' own negligence*, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with cycling activities.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively, "Successors"), *I hereby waive, release, discharge, hold harmless, indemnify, and promise not to sue* the VCSA and its employees, agents, members, officers, sponsors, promoters, affiliates and related persons (collectively, "Released Parties") *from any and all rights and claims including claims arising from the released parties' own negligence*, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the VCSA or activities or events conducted, promoted or sponsored by the VCSA, or travel to or return from such activities or events.

I agree that it is my sole responsibility to be familiar with the USAC rules, VCSA rules, any race course and any special regulations for an activity or event. I understand and agree that situations may arise during an activity or event which may be beyond the immediate control of the VCSA or the officials or organizers of such activity or event, and I must continually ride so as to neither endanger myself or others. I accept responsibility for the condition and adequacy of my equipment. I will participate wearing a helmet which satisfies the requirements of the USAC racing rules and that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet. I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in such activities or events, or would interfere with my ability to participate in such activities or events.

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 my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of or consent to any other provision herein or as a consent to any subsequent waiver or modification.

Signature of Applicant

Date

Name (please print clearly) _____

Address _____

City _____ State _____ Zip Code _____

Home Phone Number _____ Work Phone _____

Do you want your phone number(s) given out to club members? Yes No

E-mail Address _____

Would you like to make an optional donation to our junior program? \$ _____

USAC Classification () Senior () Women () Junior () Master USAC/NORBA Category _____

Racing License Number _____ Racing Age _____

Club Interests Road Racing Track Mountain Biking Race Promotion Junior Program

Charity Events Violet Crown Newsletter Race Training Social Events

What would you like from Violet Crown? _____

What can you do for Violet Crown? _____

Who to notify in case of an emergency _____

Phone Number _____

Consent and release of parent or guardian (required for Juniors, age 6-18)

I am the parent or guardian of ("Child"). My Child is fit for membership and participation in the activities and events of the VCSA, and I consent to my Child's membership and participation. I have read and understand the membership agreement and release of liability. In consideration of allowing my Child to participate in such activities and events, I consent to it and agree that its terms shall likewise bind me, my child, my heirs, legal representatives and assignees. I hereby release and shall defend, indemnify and hold harmless the released parties from every claim and any liability that I or my Child may allege against the Released Parties (including reasonable attorney's fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's participation in such activities and events, whether caused by the negligence of the released parties or others. I promise not to sue VCSA or any Released Party on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in such activities or events.

Signature of parent or guardian _____ Date _____

Name of parent or guardian _____
