

## **PASADENA ATHLETIC ASSOCIATION WAIVER AND RELEASE OF LIABILITY**

In consideration for obtaining membership in the Pasadena Athletic Association, a California non-profit corporation ("PAA"), and/or participating in any events for or organized by, through, or in connection with PAA or any other physical activity in connection therewith ("Events"), the undersigned freely agrees to and makes the following acknowledgements, representations, warranties, and covenants:

1. The undersigned understands and acknowledges that cycling is an inherently dangerous sport. Events and related activities, whether the undersigned participates as a rider, official, coach, mechanic, volunteer, spectator, or otherwise, may involve the risk of serious injury, including death or property damage. The undersigned fully assumes all risks associated with participating in the Events, including, but not limited to: dangers associated with man-made and natural jumps; the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment or materials provided by PAA, the Event organizer and others, the undersigned's own negligence, and weather conditions.

2. The undersigned forever releases, waives, covenants not to sue, and discharges PAA and its directors, officers, members, coaches, participants, volunteers, sponsors, instructors, representatives and agents (collectively, the "Releasees"), from all liability to the undersigned or the undersigned's personal representatives and heirs, and agrees to indemnify and hold harmless the Releasees from any and all damage, claims, or demands including but not limited to those relating to or arising from any injury to the person or property of the undersigned, liability arising from the undersigned's death, deformity, personal injury, property damage, theft, or actions of any kind that may hereafter occur to the maximum extent permitted by law ("Losses"), whether caused by the negligence of the undersigned, the Releasees, other Event participants, or otherwise relating to, arising from, or occurring during the Events. **The undersigned acknowledges that this waiver and release is a contract with legal and binding consequences and applies to all Events.**

3. The undersigned agrees to be held financially responsible for any medical attention needed or requested during Events or resulting from any injury during or in connection with Events, and does hereby release and forever discharge PAA from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered by any person in connection with participation in Events.

4. The undersigned agrees to comply with any and all stated terms and conditions for participation in the Events, including, without limitation, any rules provided by PAA, its coaches, volunteers, instructors and sponsors, and Events officials and sponsors. The undersigned agrees to wear a helmet that can protect against serious head injury and assumes all responsibility and liability for the selection of such a helmet and any maintenance, modifications or attachments thereto. The undersigned further agrees to continually ride and otherwise participate in the Events so as to avoid endangering oneself or others.

5. The undersigned consents to allow any pictures, videos, recordings or voice likeness of the undersigned taken in connection herewith to appear in any documentary or promotional materials of the Releasees and without any compensation of the undersigned.

6. The undersigned consents to the release by any third party to Releasees and their insurance carrier the name and medical information of the undersigned that may relate solely to any injury or death arising from participation in the Events.

**7. THE UNDERSIGNED HAS READ THIS WAIVER AND RELEASE AND FULLY UNDERSTANDS ITS TERMS AND CONTENT. THE UNDERSIGNED IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND ACKNOWLEDGES THAT SUBSTANTIAL RIGHTS ARE SURRENDERED BY SIGNING IT, AND DOES SO FREELY AND VOLUNTARILY.**

8. The undersigned agrees that the above representations are contractually binding, are not mere recitals, that this Waiver and Release is intended to be as broad and inclusive as is permitted by law and that if any portion of this Waiver and Release is held invalid, it is agreed that the remaining provisions of this Waiver and Release shall continue in full force and effect.

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Age    Signature of Participant

PARENT/GUARDIAN WAIVER FOR MINORS (Under 18 years of age)

The undersigned parent or guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the Events and related activities, and has agreed individually and on behalf of the child or ward to the terms of the Waiver and Release set forth above. The undersigned forever releases, waives, covenants not to sue, and discharges the Releasees from all liability to the undersigned or the undersigned's personal representatives and heirs, and agrees to indemnify and hold harmless the Releasees from any and all Losses (as defined above), whether caused by the negligence of the undersigned, the Releasees, other Event participants, or otherwise relating to, arising from, or occurring during the Events, which may be imposed upon said parties because of any defect in or lack of such capacity to so act on behalf of the minor and the parents or legal guardian.

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Age    Signature of Participant

\_\_\_\_\_  
Print Name of Parent/Guardian

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

Return to PAA at: Pasadena Athletic Association c/o Polsinelli, 2049 Century Park East, Suite 2300, Los Angeles, California 90067  
or scan and email to: paamembership@gmail.com