

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 any events for, organized by, through, or in connection with PAA, or any other physical activity in connection therewith (collectively, "Events"), the undersigned (the "Participant") freely agrees to the provisions of this Waiver and Release of Liability (the "Waiver"):

1. Participant understands and acknowledges that cycling is an inherently dangerous sport. Events and related activities, whether Participant participates as a rider, official, coach, mechanic, volunteer, spectator or otherwise, may involve the risk of serious injury, including death or property damage. Participant fully assumes all risks associated with participating in Events, including, but not limited to: dangers associated with man-made and natural jumps; the dangers of collision with pedestrians, vehicles, other participants, 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, Participant's own negligence and weather conditions.

2. Participant forever releases, waives, covenants not to sue and discharges PAA and its directors, officers, employees, affiliates, successors, members, coaches, participants, volunteers, sponsors, instructors, representatives, agents and assigns (collectively, the "Releasees"), from all liability to Participant and/or Participant's personal representatives and heirs, and agrees to indemnify, hold harmless, and defend Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, demands, expenses, and attorneys' fees, including but not limited to those relating to or arising from any injury to the person or property of Participant, liability arising from the Participant's death, deformity, personal injury, property damage, theft or actions of any kind that may hereafter occur, all to the maximum extent permitted by law (collectively, "Losses"), whether caused by the negligence or culpable act or omission of Participant, the Releasees, other Event participants, or otherwise relating to, arising from, or occurring during Events (collectively, "Indemnified Claims"). Notwithstanding anything to the contrary in this Waiver, each Releasee may defend an Indemnified Claim with counsel of his or her own choosing and without the Participant's involvement. If a Releasee assumes control of the defense, the Participant shall reimburse the Releasee promptly and periodically for the costs incurred in defending against the Indemnified Claim (including attorneys' fees and expenses), and shall remain responsible to such Releasees for any other Losses. Participant shall give prompt written notice to Releasees of any proposed settlement of an Indemnified Claim. Participant may not, without Releasees' prior written consent, settle or compromise any claim, or consent to the entry of any judgment regarding which indemnification is being sought this Waiver. **Participant acknowledges that this Waiver is a contract with legal and binding consequences and applies to all Events.**

3. Participant agrees that he or she is personally financially responsible for any medical attention, including first aid, needed or requested during Events or resulting from any injury during or in connection with Events, and releases and forever discharges PAA from any Losses which arise or may arise on account of any such medical attention.

4. Participant will comply with 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. Participant will wear a helmet that protects against serious head injury and assumes all responsibility and liability for the selection of such a helmet and any maintenance, modifications or attachments thereto. Participant agrees to continually ride and otherwise participate in the Events so as to avoid endangering oneself or others.

5. Participant consents to any pictures, videos, recordings or voice likeness to appear in any documentary or promotional materials of the Releasees and without any compensation to Participant.

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

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

8. Participant agrees that the above representations are contractually binding, are not mere recitals, that this Waiver is intended to be as broad and inclusive as is permitted by law and that if any portion of this Waiver is held invalid, it is agreed that the remaining provisions of this Waiver 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)

If Participant is under the age of 18

(a “Minor”), Participant’s parent or guardian represents that he/she is, in fact, acting in such capacity, consents to the Minor’s participation in the Events, and agrees individually and on behalf of the Minor to this Waiver. Participant’s parent or guardian releases, waives, covenants not to sue, and discharges the Releasees from all liability to the Minor and his/her personal representatives and heirs, and agrees to indemnify, hold harmless, and defend Releasees against any and all Losses, including those Losses which may be imposed upon Releasees 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 LLP, 2049 Century Park East, Los Angeles, CA 90067

Or scan and email to: paamembership@gmail.com