



PARTICIPATION AGREEMENT

I, the athlete or volunteer named below, want to participate in the practices, races, events identified below. In consideration of the National Interscholastic Cycling Association, a California not-for-profit corporation, and the Georgia Interscholastic Cycling League, a Georgia not-for-profit corporation (the "League"), allowing me to attend and participate in those practices, races or events, by signing below I agree as follows:

1. **Definitions.** As used herein: (a) the term "NICA" refers to the National Interscholastic Cycling Association, and all its leagues; (b) the term "Events" means the current season of NICA-related or League-related practices and races, and those activities sponsored, controlled or organized by NICA or the League during the season, which I attend or in which I participate on the day of any of the Events; (c) the term "Released Parties" means (i) NICA, (ii) NICA's officers, directors, employees and agents, (iii) the League's officers, directors, employees and agents, and (iv) any person NICA or the League has agreed to indemnify as to claims made by Event participants (such as, but not limited to, owners of the property on which any of the Events occur); and (d) the term "Agreements" means this Participation Agreement (including any exhibits hereto) and the related Waiver & Release of Liability Agreement.

2. **Fitness.** I represent and warrant that I have sufficient experience with mountain biking, and that I have a sufficient level of fitness and health to participate in the Events. I confirm I am aware that other groups offer less grueling, challenging and risky recreational-activities, than does NICA or the League.

3. **Equipment.** I acknowledge that it is my responsibility to provide, utilize and maintain the bike, equipment and clothing necessary for my safe participation in the Events.

4. **Rules.** I accept and shall abide by NICA's and the League's rules and regulations (including without limitation any restrictions, terms or conditions relating to protection from infectious diseases such as COVID-19), as in effect from time to time. I agree to ride and otherwise participate so as to neither endanger myself or others. I agree that if I observe any unusual significant hazard related to an Event, I will remove myself from participation and bring to the attention of NICA and the League said hazard immediately.

5. **Insurance.** I represent and warrant that I currently have, and shall maintain throughout the time that I train for and participate in the Events, valid and sufficient insurance (be it medical, accident, disability or life insurance) to protect my and my family's interests, or if I do not, that I hereby waive the opportunity to obtain such. I acknowledge neither NICA nor the League is an insurance company, and that no one has represented to me that NICA or the League has obtained insurance that would provide coverage to me in the event I am injured while participating in an Event. I acknowledge that in the event of an incident that causes significant personal injury while participating in a NICA or League sanctioned event, information regarding the extent of my injuries will be shared with NICA's and the League's insurance carrier.

6. **Property Damage Waiver.** I alone am responsible for my personal belongings, including breakage or loss of bikes and other equipment that I bring to an Event. I hereby WAIVE, in advance, ALL CLAIMS for loss, theft or damage to any property owned or controlled by me, that I may in the future have against NICA, the League, any person NICA or the League has agreed to indemnify, and any Released Party, relating in any way to an Event and either of the following: (a) my choosing to park any vehicle owned or controlled by me in any areas owned or controlled by NICA or the League; and (b) my choosing to give possession of any of my personal belongings to any agent or volunteer of NICA or the League. This waiver, release and discharge of property damage claims includes, but is not limited to, claims arising out of the NEGLIGENCE of the Released Parties.

7. **Compliance with Code of Conduct.** I acknowledge and agree that while I am participating as a student-athlete, coach, volunteer or member of any NICA-related team (including during any Event, as well as at all times during the active race or practice season, in preparation for an Event or between Events), I am expected to act as a role model of good sportsmanship and I should lead by example by demonstrating fairness, respect and self-control at all times. In furtherance of these ideals, I agree to comply at all times during my NICA-related participation with the Code of Conduct attached hereto as **Exhibit A**. I further acknowledge and agree that any failure to abide

by the Code of Conduct may subject me to suspension from NICA-related participation, which suspension may be temporary or indefinite.

8. **Media Release.** I hereby grant to and authorize to NICA and its affiliates (including without limitation the League) the right to use, without payment or any other consideration, my name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video and audio recordings, audiotapes, digital images, and the like taken of me during any Event (collectively, the "Images"), as well as the right to take, edit, alter, copy, exhibit, publish, distribute and make use of, in any form, any and all Images of me, in and/or for NICA's and its affiliates' promotional materials including, but not limited to, newsletters, flyers, posters, brochures, advertisements, fundraising letters, reproductions, reprints, bulletins, annual reports, websites, videotapes, social networking sites and other print and digital communications, publications, press kits and submissions to journalists. This authorization extends to all languages, media, formats and markets now known or hereafter devised. This authorization shall continue indefinitely, unless I otherwise revoke said authorization in writing. I understand and agree that the Images shall become the property of NICA and will not be returned. I hereby hold harmless, and release NICA and its affiliates from all liability, claims, petitions, and causes of action relating to the Images which I, my heirs, representatives, executors, administrators, or any other persons may make while acting on my behalf or on behalf of my estate. I have read this release before signing below and I fully understand the contents, meaning and impact of this release.

9. **Indemnification.** I agree to be responsible for bearing any and all costs, expenses and damages sustained by me (or those who depend upon me, or who are responsible for me) that arise out of or are related to any claim released by the Agreements. As such, I hereby agree to HOLD HARMLESS, DEFEND and INDEMNIFY the Released Parties (that is, defend and pay any judgments or costs, including investigation costs and attorneys' fees) from any and all claims of mine—and of any spouse, parent, guardian, child, heir, representative or assign of mine—arising from loss or damages (be it property or personal-injury related) due to my attendance at or participation in an Event.

10. **Choices.** I enter into these Agreements by my own free will, and acknowledge that I have choices relating to participating or not participating in the Events. I acknowledge that if I do not want to accept the terms offered in these Agreements, I can choose to forgo participating in the Events, and choose to participate in other mountain bike race events, or forgo completely participating in such events.

11. **Binding Effect.** I intend these Agreements to be binding upon me, and any spouse, parent, guardian, heir, executor, assigns or successor of mine (collectively, "Successors"). To the extent I have the authority to waive or release any claim that may in the future belong to any Successor arising out of or relating to my participation in or attendance at the Events, I hereby, by these Agreements, waive and release such claims.

12. **Truth.** I represent and warrant that I have read these Agreements, and understand them, and that the information I provide as part of the registration process for the Events is true.

13. **Severability.** These Agreements are intended to be as broad and inclusive as permitted by applicable law, and if any portion of these Agreements are held invalid or void, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

14. **Entire Agreement.** As to any claim arising out of or related to my attendance or participation in the Events, these Agreements collectively: (a) supersede any previous oral or written promises or agreements; and (b) are not the result of or modified by any oral representations or statements of any agent or employee of NICA or the League. These Agreements contain the only agreements between the parties regarding the topics covered in these Agreements, and may only be modified or terminated in a writing signed by myself and NICA.

[SIGNATURES APPEAR ON THE NEXT PAGE]

PLEASE READ ALL OF THE ABOVE BEFORE YOU SIGN BELOW

Athlete's or Volunteer's Printed Name _____ **Date of Birth** _____ **Phone** _____

Team/School (List both if they are different) _____ **League** _____

Athlete's or Volunteer's Signature _____ **Dated** _____

(If the athlete or volunteer is less than 18 years of age as of the date of this Agreement, then a parent or legal guardian must enter into this agreement on behalf of the athlete or volunteer by signing below.)

Parent or Guardian's Consent, Representations and Agreements (including Indemnification Agreement)

I, the person signing below, represent and agree that: (1) I have the legal right to enter into the above participation agreement on behalf of the minor athlete or volunteer named above (the "Participant") (2) I hereby enter into the above Participation Agreement on behalf of myself and on behalf of the participant; (3) I agree to HOLD HARMLESS, DEFEND and INDEMNIFY the Released Parties from any and all claims of mine – and any spouse, heir, representative or assign of mine – arising from loss or damages (be it property or personal-injury related) due to the Participant's attendance at or participation in the Events.

Parent/Guardian Signature _____ **Date** _____

Parent/Guardian Name _____ **Relationship** _____

EXHIBIT A



CODE OF CONDUCT

A core mission of the Georgia Interscholastic Cycling League (the “League”) is to play an important role in promoting the physical, social and emotional development of our student-athletes. It is therefore essential for parents, coaches and officials to encourage our student- athletes to embrace the values of good sportsmanship. Moreover, everyone involved in the League, whether student-athletes or adults involved in coaching, volunteering, attending or otherwise participating in League events, should be models of good sportsmanship and should lead by example by demonstrating fairness, respect and self-control.

I therefore pledge to be responsible for my words and actions while attending, coaching, officiating or participating in League sponsored activities (including without limitation, all practices and League events), as well as at all times while I am generally associated with the League (such as during a competitive season in my role as a coach, volunteer or official), and I shall conform my behavior to the following code of conduct:

1. I will not engage in unsportsmanlike conduct with any coach, parent, player, participant, official or any other attendee.
2. I will not encourage my child, or any other person, to engage in unsportsmanlike conduct with any coach, parent, player, participant, official or any other attendee.
3. I will not engage in any behavior which would endanger the health, safety or well-being of any coach, parent, player, participant, official or any other attendee.
4. I will not encourage my child, or any other person, to engage in any behavior which would endanger the health, safety or well-being of any coach, parent, player, participant, official or any other attendee.
5. I will not use drugs or alcohol while at League events and will not attend, coach, officiate or participate in League events while under the influence of drugs or alcohol.
6. I will not permit my child, or encourage any other person, to use drugs or alcohol at any League event and will not permit my child, or encourage any other person, to attend, coach, officiate or participate in any League event while under the influence of drugs or alcohol.
7. I will not engage in the use of profanity.
8. I will not encourage my child, or any other person, to engage in the use of profanity.
9. I will treat any coach, parent, rider, participant, official or any other attendee with respect regardless of race, creed, color, national origin, sex, sexual orientation or ability.

10. If I am a parent or guardian of a rider or other participant, I will encourage my child to treat any coach, parent, rider, participant, official or any other attendee with respect, regardless of race, creed, color, national origin, sex, sexual orientation or ability.
11. I will not engage in verbal or physical threats or abuse aimed at any coach, parent, rider, participant, official or any other attendee.
12. If I am a parent or guardian of a rider or other participant, I will not encourage my child, or any other person, to engage in verbal or physical threats or abuse aimed at any coach, parent, rider, participant, official or any other attendee.
13. I will not initiate a fight or scuffle with any coach, parent, rider, participant, official or any other attendee.
14. If I am a parent or guardian of a rider or other participant, I will not encourage my child, or any other person, to initiate a fight or scuffle with any coach, parent, rider, participant, official or any other attendee.
15. I acknowledge that this Code of Conduct applies to all of my activities and conduct while associated with the League, including without limitation, my use of social media and other electronic communication methods.

I hereby agree that if I fail to conform my conduct to the foregoing while attending, coaching, officiating or participating in any League event or while generally associated with the League (such as during a race season in my role as a coach, volunteer or official), I will be subject to disciplinary action by the League, including but not limited to the following in any order or combination:

1. Verbal warning issued by the League, organization or school official.
2. Written warning issued by the League, organization or school official.
3. Suspension or immediate ejection from a League event.
4. Suspension from multiple League events.
5. Season suspension or multiple season suspension.
6. Permanent prohibition from participation in League and/or NICA events.

WAIVER & RELEASE OF LIABILITY AGREEMENT

I, the athlete or volunteer named below, want to participate in the practices, races, events identified below. In consideration of the National Interscholastic Cycling Association, a California not-for-profit corporation, and the Georgia Interscholastic Cycling League, Inc., a Georgia not-for-profit corporation (the "League"), allowing me to attend and participate in those practices and races, by signing below I agree as follows:

1. **Definitions.** As used herein: (a) the term "NICA" refers to the National Interscholastic Cycling Association, and its chapters and leagues; (b) the term "Events" means the current season of NICA-related or League-related practices and races, and those activities sponsored, controlled or organized by NICA or the League during the current season, which I attend or in which I participate on the day of any of the Events; and (c) the term "Released Parties" means (i) NICA, (ii) the League, (iii) NICA's officers, directors, employees and agents, (iv) the League's officers, directors, employees and agents, and (v) any person NICA or the League has agreed to indemnify as to claims made by Event participants (such as, but not limited to, owners of the property on which any of the Events occur).

2. **My Knowledge of the Risks of Mountain Biking and Trail Maintenance.** Mountain biking is an action sport, enjoyed by millions of people worldwide. It offers participants exercise, and an opportunity to develop skill, strength and endurance, and to test one's abilities against others and nature. While the organizers of the Events understand that the sport of mountain biking involves risks, they also know that physical activity is important to physical and mental health, and that a lack of physical activity and sedentary lifestyles overall are major risk factors for many serious health conditions, and decreased life expectancy. Mountain bike racing attracts participants because of the elements of fun, skill and physical and mental challenges resulting, in part, from the risk and danger involved. Bike racing should always be done on a course designated for such racing, rather than on open streets, off designated trails, or in other unsuitable areas. The organizers of the Events are endeavoring to provide a place for mountain bike training, practicing and racing, but want you to understand that that while some of the unwanted risks of mountain biking can be eliminated, the very nature of mountain biking makes it impossible, and undesirable, to eliminate all of the risks involved – thus injuries can and do result from such risks of participation. Likewise, while some of the unwanted risks of mountain bike trail construction and trail maintenance (collectively "trail maintenance") can be eliminated, the very nature of trail maintenance (taking place in nature, on uneven surfaces, and around rocks, trees, roots, sharp tools or other tools that can cause injury), makes it impossible, and undesirable, to eliminate all of the risks involved. Thus, injuries can and do result from such inherent risks of trail maintenance. The organizers of the Events want you to understand that MOUNTAIN BIKING and TRAIL MAINTENANCE ARE ACTIVITIES THAT INVOLVE A LEVEL OF DANGER AND THAT INJURIES CAN AND DO OCCUR. I acknowledge that I know that given the nature of the sport and these activities, mountain biking and trail maintenance are activities that carry with them significant risk of serious personal injury. I know there are natural, man-made, mechanical and environmental conditions and risks that independently or in combination can result in participants in the Events sustaining injury (including permanent disability, mental-injury, or paralysis), or in rare situations, sustaining injuries that result in death. I acknowledge that I have taken advantage of the opportunity to learn about the risks associated with mountain biking and the Events (see, for example, the "Mountain Biking Risks" page at www.nationalmtb.org), or that I hereby voluntarily forgo that opportunity. I have either familiarized myself with the locations at which Events will be held generally, and the race courses specifically, or hereby voluntarily forgo that opportunity. Before participating in any of the races included in the Events, I will inspect the course, and will not participate in the race, if I believe the course is unsafe, or beyond my abilities, and I will inform the race director of that decision, and my reasons for that decision, prior to the race.

3. **My Knowledge of Infectious Disease Risks.** Coronavirus disease 2019 ("Covid-19") is an infectious disease caused by severe acute respiratory syndrome coronavirus 2 (the "Coronavirus"). As of May 2020, more than five million cases have been reported worldwide, resulting in more than 325,000 deaths. Coronavirus is highly infectious, and can spread from person to person. Additional information regarding Covid-19 can be obtained at the websites of the U.S. Center for Disease Control, or the World Health Organization. Participation in team sports (including mountain biking), carries the risk that participants will be exposed to the Coronavirus, which can result in the exposed person developing Covid-19. Persons who develop Covid-19 can become seriously ill, develop a permanent disability, or even in some cases die. The organizers of the Events want you to understand that due to the Covid-19 pandemic, participation in the Events involves SOME LEVEL OF DANGER, AND SOME LEVEL OF RISK OF EXPOSURE TO INFECTIOUS DISEASES, SUCH AS COVID-19. The organizers are endeavoring to provide opportunities for mountain bike training, practicing and racing, but want you to understand that that while some of the risks associated with communicable viruses and infectious diseases (including but not limited to exposure to the Coronavirus that causes Covid-19) can be reduced, the very nature of the team sport of mountain biking, and the very nature of the Events, make it impossible to eliminate all of the potential infectious disease risks (including but not limited to your potential exposure to the Coronavirus that causes Covid-19). Thus, if you choose to participate in the Events, there is no guaranty that your doing so will not result in your being exposed to communicable viruses and infectious diseases. As such, participation in the Events involves some risk of developing infectious diseases, such as Covid-19.

4. **My Acceptance of Risks.** I hereby accept and assume all risks associated with attending and/or participating in the Events (some of which are described above), and I acknowledge that I alone am responsible for my personal safety. I agree to accept all responsibility for the risks, conditions and hazards which may exist during the Events, whether or not I at this time know of or foresee the specific risk, condition or hazard that results in injury.

5. **Waiver; My Responsibility for Injury Costs.** I hereby WAIVE ALL CLAIMS (except as expressly indicated in this paragraph) I may in the future have against any of the Released Parties relating in any way to personal injuries or death I sustain due to my attendance at or participation in any of the Events. I specifically RELEASE and DISCHARGE, in advance, the Released Parties from any and all liability that may arise out of any Released Party's NEGLIGENCE or carelessness in association with any Event (including but not limited to negligent rescue attempts, course design, or equipment selection) but I do not by this Waiver and Release of Liability Agreement (this "Agreement") waive, release or discharge any claims for harm caused by a Released Party intentionally or recklessly. As to any claim released hereby, I AGREE NOT TO SUE any of the Released Parties for such released claims. I agree to be personally responsible for any costs, expenses or damages arising out of or related to such released claims.

6. **Bargaining/Negotiation.** I acknowledge that: (a) I have the opportunity, if I so choose, to bargain for or negotiate the terms of this Agreement; (b) if I desire to take advantage of the opportunity to bargain for or negotiate terms different from those set forth in this Agreement (including the fee I pay to participate in the Events), I shall contact the Executive Director of NICA before I indicate my consent to this Agreement; and (c) if I indicate to NICA that I am unwilling to enter into this Agreement, the fee I will be asked to pay to participate in the Events shall increase. I further acknowledge that to be effective any changes to the terms of this Agreement (including the fee I pay to participate in the Events) must be approved in

a written document signed by the Executive Director of NICA. If I choose to consent to this Agreement without modification, I hereby waive my right to bargain for or negotiate terms different than those stated in this Agreement.

7. **My Related Acknowledgments.** I acknowledge and represent that: (a) I have read this Agreement and the related Participation Agreement; (b) I understand this Agreement; (c) I understand that by signing below I am giving up important legal rights that I might otherwise have; and (d) I am entering into this Agreement and choosing to participate in the Events without compulsion, and by my own free will.

THIS IS A WAIVER & RELEASE OF LIABILITY AGREEMENT: PLEASE READ ALL OF THE ABOVE BEFORE YOU SIGN BELOW

Athlete's or Volunteer's Printed Name _____ **Team/School** _____

Athlete's or Volunteer's Signature _____ **Dated** _____ **League** _____

(If the athlete or volunteer is less than 18 years of age as of the date of this Agreement, then a parent or legal guardian must enter into this Agreement by signing where indicated below.)

Parent or Guardian's Representation, Consent and Waiver Agreement

I, the person signing below, represent and agree that (1) I have the legal right to enter into this Waiver & Release of Liability Agreement on behalf of the minor athlete or volunteer named above (the "Participant"), and (2) I hereby on the Participant's behalf consent to and agree to all of the above terms. Furthermore, to the extent I have in the future any claims relating to the Participant's attendance at or participation in the Events, I hereby WAIVE, RELEASE and DISCHARGE those claims hereby, including all claims for NEGLIGENCE, except that I do not waive, release or discharge any claims for harm caused by a Released Party intentionally or recklessly.

THIS IS A WAIVER & RELEASE OF LIABILITY AGREEMENT: PLEASE READ THIS ENTIRE PAGE BEFORE YOU SIGN BELOW

Parent/Guardian Signature _____ **Date** _____

Parent/Guardian Name _____ **Relationship** _____