

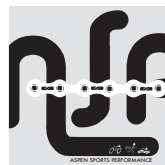


Membership Application

Sponsored by:



ASPEN SNOWMASS



David J Borchers, MD
Internal Medicine



Directors: Rich Burkley, Jane Finsterwald, Elliott Larson, Brian Schaefer, Geneva Templeton, Len Zanni
 President: Mike Pritchard
 Vice President: Erik Skarvan
 Secretary: Kathleen Callahan
 Treasurer: Cathy Porter
 Race Director: Susan Carollo (a.k.a. Mouse)
 Assistant Race Director: Allison Davis
 Results Compilation: Jane Finsterwald
 Graphic Design: Agustin Goba
 Website: Paul Fowler, ZGtec, Inc.

The Aspen Cycling Club is a non-profit 501(c)(3) organization dedicated to encouraging participation in bicycling at all levels. The Club sponsors weekly races and fun rides, both on and off road. It also works with local government and bike shops in self-regulating the use of our local trails and roads for responsible bike usage.

Aspen Cycling Club

PO Box 4945, Aspen, CO 81612
 e-mail: aspencyclingclub@yahoo.com

Hotline: 922-2000 • www.aspencyclingclub.org

ASPEN CYCLING CLUB, INC. WAIVER AND RELEASE AGREEMENT

READ CAREFULLY, SIGN FRONT AND BACK AND RETURN

In consideration of the acceptance of my registration for membership in the Aspen Cycling Club, Inc. and for my being permitted by the Aspen Cycling Club, Inc. to participate in certain recreational rides, competition events and races organized by Aspen Cycling Club, Inc., including, without limitation, all cycling and mountain biking recreational rides, competition events and races in Pitkin, Eagle and Garfield Counties, Colorado, I agree to the following waiver and release:

1. I AM AWARE AND ACKNOWLEDGE THAT RECREATIONAL BICYCLING ACTIVITIES AND BICYCLING COMPETITIONS AND THE TRAINING AND PRACTICE FOR SUCH RECREATIONAL BICYCLING ACTIVITIES AND BICYCLING COMPETITIONS HAVE INHERENT DANGERS AND RISKS FOR ANY PARTICIPANT OR COMPETITOR. I further understand that such recreational bicycling activities and bicycling competitions are physically demanding, that the recreational ride and competition courses are demanding and are laid out on the open streets, highways and trails in Pitkin, Garfield and Eagle Counties, that collisions with other riders, racers, spectators, competition marshals, vehicles, dogs or other animals, and other objects may occur, and the weather and course conditions constantly vary, among other dangers and risks integral to the sport of cycling and biking and particularly to recreational bicycling activities and bicycling competitions at altitude. Falls are common and injuries, paralysis and death can and do result from bicycling activities and competitions, and, in fact, are common.

(please initial)

2. I agree that I will take the opportunity prior to the conduct of each recreational bicycling activity or bicycling competition sponsored by the Aspen Cycling Club, Inc., including any training and practice, to visually and physically inspect the recreational bicycling activity or competition course and area of cycling or competition. I HEREBY ASSUME AND ACCEPT THE RISK OF ALL COURSE CONDITIONS FOR ALL RECREATIONAL BICYCLING ACTIVITIES AND BICYCLING COMPETITIONS SPONSORED BY THE ASPEN CYCLING CLUB, INC. AND THE TRAINING AND PRACTICE FOR SUCH RECREATIONAL BICYCLING ACTIVITIES AND BICYCLING COMPETITIONS, INCLUDING, WITHOUT LIMITATION, THE RECREATIONAL RIDE OR COMPETITION COURSE LAYOUT, COURSE FACILITIES AND AREA, THE WEATHER CONDITIONS AND CONDITIONS OF THE COURSE AS THEY EXIST AND AS THEY MIGHT CHANGE DURING THE RIDE OR COMPETITION AND THE CONDUCT OF OTHER RIDERS AND DRIVERS AND PEDESTRIANS.

(please initial)

3. I AM AWARE AND ACKNOWLEDGE THAT RECREATIONAL BICYCLING ACTIVITIES AND BICYCLING COMPETITIONS AND TRAINING AND PRACTICE FOR SUCH RECREATIONAL BICYCLING ACTIVITIES AND BICYCLING COMPETITIONS HAVE INHERENT DANGERS AND RISKS FOR ANY PARTICIPANT OR COMPETITOR THAT CANNOT BE ELIMINATED. I AM VOLUNTARILY PARTICIPATING IN THE RECREATIONAL BICYCLING ACTIVITIES AND BICYCLING COMPETITIONS AND TRAINING AND PRACTICE FOR THE RECREATIONAL BICYCLING ACTIVITIES AND BICYCLING COMPETITIONS WITH FULL KNOWLEDGE OF THE DANGERS AND RISKS INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH THAT MAY RESULT. I also assume and accept full responsibility for any and all risks associated with my selection, preparation and use of any equipment or materials directly or indirectly related to my participation in, or presence at the area of any recreational bicycling activity and bicycling competition.

(please initial)

4. I agree to abide by all recreational bicycling activity and bicycling competition rules and regulations of the Aspen Cycling Club, Inc. I further give my permission for the use of my name, picture and image in any telecast, print media, broadcast or promotion of any recreational bicycling activity and bicycling competition.

(please initial)

5. I, for myself, my heirs, successors, executors and subrogors, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY, HOLD HARMLESS AND AGREE TO FOREVER DEFEND THE ASPEN CYCLING CLUB, INC. its owners, directors, members, officers, officials, agents, independent contractors, representatives, employees, recreational bicycling activity and bicycling competition or recreational ride organizers, competition or recreational ride marshals, volunteers, supporters and the sponsors of the Aspen Cycling Club, Inc. recreational bicycling activities and bicycling competitions from and against any and all claims, actions, causes of action, suits, liabilities, damages, expenses, costs (including, without limitation, attorney fees) and ORDINARY NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damages, loss, injury, paralysis, or death to me or my property as a result of my training and practicing for and participation in any recreational bicycling activity and bicycling competition sponsored by the Aspen Cycling Club, Inc., or my presence at any recreational bicycling activity and bicycling competition sites, whether such damage, loss injury, paralysis or death results from the ORDINARY NEGLIGENCE of the above listed entities or persons, or from some other cause. This release is intended to be a comprehensive release of liability but is not intended to assert defenses, which are prohibited by law.

(please initial)

6. I hereby represent that I have medical insurance under a policy that will cover any and all injuries, paralysis or death that I might suffer in connection with my participation in or presence at any recreational bicycling activity and bicycling competition sponsored by the Aspen Cycling Club, Inc.

(please initial)

7. I hereby acknowledge and agree that I will not participate in recreational bicycling activities and bicycling competitions sponsored by the Aspen Cycling Club, Inc. unless I wear an ANSI approved bicycling safety helmet.

(please initial)

8. I lastly agree that the above representations are contractually binding and are not mere recitals. I further understand that this Waiver, Release and Indemnity Agreement shall apply to all recreational rides and all recreational bicycling activities and bicycling competitions conducted by the Aspen Cycling Club, Inc. in 2009L. I HEREBY AGREE NOT TO SUE ANY OF THE ENTITIES OR PERSONS LISTED IN PARAGRAPH 5 AS A RESULT OF ANY DAMAGE, LOSS, INJURY, PARALYSIS, OR DEATH TO ME OR MY PROPERTY SUFFERED IN CONNECTION WITH THE CONDUCT OF THE ASPEN CYCLING CLUB, INC. OF ANY RECREATIONAL BICYCLING ACTIVITY AND BICYCLING COMPETITION. This Waiver, Release and Indemnity Agreement may not be amended

or modified except in writing and accepted by the Aspen Cycling Club, Inc. This document shall be interpreted and construed according to Colorado law, and in the event of litigation by the undersigned against the Aspen Cycling Club, Inc. or its owners, directors, members, officers, officials, agents, independent contractors, representatives, employees, recreational bicycling activity and bicycling competition ride organizers, recreational bicycling activity and bicycling competition marshals, volunteers, supporters and the sponsors of the Aspen Cycling Club, Inc. the proper and only jurisdiction and venue shall be in Pitkin County, Colorado. Further, I hereby agree that the terms, conditions, covenants, and provisions of this Waiver and Release Agreement shall be deemed to be severable. If any provision contained herein shall be determined to be invalid by a court of competent jurisdiction or by operation of any applicable law, it shall not effect the validity of any other clause or provision herein.

(please initial)

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT.

(today's date)

(signature of participant)

(participant's date of birth)

(print participant's full name)

(print name of participant's medical insurance company)

(medical insurance policy number)

(medical insurance company telephone number)

NOTICE: IF YOU ARE UNDER THE AGE OF EIGHTEEN AS OF THE DATE OF SIGNING THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT, YOU MUST OBTAIN THE SIGNATURE OF A GUARDIAN OR PARENT UNDER THE INDEMNIFICATION AGREEMENT SECTION SET FORTH IMMEDIATELY BELOW. NO PERSON UNDER THE AGE OF EIGHTEEN AS OF THE DATE OF SIGNING THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT WILL BE PERMITTED TO PARTICIPATE IN ANY RECREATIONAL BICYCLING ACTIVITIES OR BICYCLING COMPETITIONS SPONSORED BY THE ASPEN CYCLING CLUB, INC. UNLESS HE OR SHE OBTAINS SUCH SIGNATURE ON THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT PRIOR TO HIS OR HER PARTICIPATION IN ANY RECREATIONAL BICYCLING ACTIVITIES OR BICYCLING COMPETITIONS SPONSORED BY THE ASPEN CYCLING CLUB, INC.

(print name of participant's medical insurance company)

(medical insurance policy number)

(medical insurance company telephone number)

INDEMNIFICATION AGREEMENT

In consideration of the acceptance of the registration for membership of the above minor in the Aspen Cycling Club, Inc., and for the above minor being permitted by the Aspen Cycling Club, Inc. to participate in the recreational bicycling activities and bicycling competitions, including without limitation, all cycling, bicycling and mountain biking recreational rides, competitions events and races in Pitkin, Garfield and Eagle Counties, Colorado, I agree to the following waiver, release and indemnification:

As undersigned parent or guardian of the above minor for myself and on behalf of said minor, I hereby join in the foregoing Waiver, Release and Indemnification Agreement and hereby stipulate and agree to hold harmless, indemnify and forever defend the Aspen Cycling Club, Inc., its owners, directors, members, officers, officials, agents, representatives, employees, recreational bicycling activity and bicycling competition organizers, recreational bicycling activity and bicycling competition marshals, volunteers, supporters and the sponsors of the Aspen Cycling Club, Inc. recreational bicycling activities and bicycling competitions from and against any and all claims, actions, causes of actions, suits, liabilities, damages, expenses, costs including, without limitation, attorneys fees and NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death, made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the Aspen Cycling Club, Inc. recreational bicycling activities and bicycling competitions events and races, including without limitation, all recreational bicycling activities and bicycling competitions in Pitkin, Garfield and Eagle Counties, Colorado.

Witness

Date

Signature of Parent or Guardian of KMinor

Parent or Guardian must also initial each paragraph in the Waiver and Release Agreement set forth above.