

San Jose Bicycle Club, 2023 Release Form

Event dates: 01/01/2023 – 12/31/2023

First Name	Last Name	Phone	
Address	City, State Zip	Emergency Contact	Emergency Phone
Email	BirthDate	Gender	Team/ Club

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY THE SAN JOSE BICYCLE CLUB (SJBC), ITS EMPLOYEES, VOLUNTEERS, MEMBERS, CLUBS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS ENTRY BLANK AND RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL RACES AND ACTIVITIES ENTERED AT THE EVENT, REGARDLESS WHETHER OR NOT LISTED ABOVE. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

In consideration of the issuance of a license to me by one or more Releasees or the acceptance of my application for entry in the above event, 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 THIS EVENT** whether as a rider, official, coach, mechanic, volunteer, or otherwise, and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation: 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 the event organizer and others, **THE RELEASEES' OWN NEGLIGENCE**, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with the event. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with this event, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deemed to be Releasees), **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' 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 connections with, or arising out of, my participation in or association with the event, or travel to or return from the event. I agree it is my sole responsibility to be familiar with the event course and agenda, the Releasees' rules, and any special regulations for the event and agree to comply with all such rules and regulations. I understand and agree that situations may arise during the event which may be beyond the control of the Releasees, and I must continually ride and otherwise participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, and equipment provided for my use, and my conduct in connection with this event I will wear a helmet which satisfies the requirements of the Releasees' Racing Rules or Regulations 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 would endanger myself or others if I participate in this event, or would interfere with my ability to safely participate in this event. I understand that drug testing may be conducted for athletes registered for this event and that the use of blood boosting or substances prohibited by Releasees' rules would make me subject to penalties including, but not limited to, disqualification and suspension. I agree to be subject to drug testing if selected, and its penalties if I fail to comply with the testing or am found positive for the use of a banned substance.

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 a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the event. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Signature of Entrant	Age	Date
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CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of _____ (Child). My Child is fit for the event, and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** and our heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable legal fees or costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in the event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claims arising from my Child's participation in the event.

Signature of parent or guardian	Date
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This COVID-19 waiver is in addition to the General Liability and Assumption of Risks – You must have signed BOTH waivers to participate in Programs sponsored by the San Jose Bicycle Club.

2023 San Jose Bicycle Club
ACKNOWLEDGMENT OF RISKS AND WAIVER AND RELEASE OF LIABILITY FOR COVID-19

In consideration of being allowed to participate in any way in the San Jose Bicycle Club, a 501(c)3 nonprofit charity (“SJBC”), and its related events and activities (collectively, the “SJBC Programs”),

I, _____, the undersigned, acknowledge, appreciate, and agree that:

1. The World Health Organization (WHO) declared the outbreak of COVID-19 as a “Public Health Emergency of International Concern.” COVID-19 is believed to be extremely contagious. According to WHO, COVID-19 spreads primarily from person to person through small droplets from the nose or mouth, which are expelled when a person with COVID-19 coughs, sneezes, or speaks. Some infected persons may be capable of spreading the virus despite showing no symptoms. The exact methods of spread and infection are unknown, and there is no known treatment, cure, or vaccine for COVID-19. **Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.**
2. **It is not possible for SJBC to fully prevent participants from becoming exposed to, contracting, or spreading COVID-19 while participating in SJBC Programs. Participants in SJBC Programs, including myself, may be exposing themselves to and/or increasing their risk of contracting or spreading COVID-19.**
3. **I have read and understand the above warning about COVID-19.** I appreciate the nature and extent of the risk posed by participating in or attending SJBC Programs during the COVID-19 pandemic. **I hereby choose to accept the risk of being exposed to, contracting, and/or spreading COVID-19 to participate in or be present at SJBC Programs.**
4. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, hereby release, forever discharge, indemnify, and hold harmless SJBC, their officers, members of their respective boards of directors, officials, agents, members, representatives and/or employees, other participants in the SJBC Programs, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used by the SJBC Programs (“Releasees”), with respect to any and all injury, disability, death, or damage to person arising out of exposure to, contracting, or spreading COVID-19 resulting from participation in or attendance at SJBC Programs, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

I AM 18 YEARS OF AGE OR OLDER AND HAVE READ THIS WAIVER AND RELEASE OF LIABILITY. I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant’s Signature: _____ Phone: _____ Date: _____

Emergency Contact Name and Phone Number: _____

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of _____ (Child). I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** and our heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable legal fees or costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in the event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claims arising from my Child's participation in the event.

Parent or Guardian’s Signature _____ Phone: _____ Date: _____

Emergency Contact Name and Phone Number: _____

San Jose Bicycle Club Photo Release and Social Media Consent Form

I hereby grant the San Jose Bicycle Club (hereinafter "SJBC"), its representatives and agents, permission to use and/or publish photographs or videos of myself in print and/or electronically. I understand and agree that these materials will become the property of SJBC and will not be returned. I hereby authorize SJBC to edit, alter, copy, exhibit, publish, or distribute the photograph or video for purposes of publicizing their programs or for any other lawful purpose. In addition, I waive my rights to any compensation arising or related to the use of the photographs or videos. I release and discharge SJBC from any and all claims arising out of use of the photos or videos for any lawful purpose such as for publicity, illustration, advertising, and Web content.

Additionally, I grant SJBC, and its representatives and agents, the irrevocable and unrestricted right to reproduce the photographs and/or video images taken by me, or members of my family, for the use of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. I hereby release SJBC and its legal representatives for all claims and liability relating to said images or video. Furthermore, I grant permission to use my statements that were given during discussion, interview or other communication, with or without my name, for the purpose of advertising and publicity without restriction. I waive my right to any compensation.

In the case of minors, SJBC has my permission to use photo or video of my child or legal custody with all the permissions outlined above. I understand that the images may be used in print publications, online publications, presentations, websites, and social media. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

Your Name (print): _____

Your Signature (sign): _____ Date _____

Parent/Guardian's Name, if member is under 18 (print): _____

Parent/Guardian's signature (sign): _____ Date _____

San Jose Bicycle Club (SJBC)

Code of CONDUCT

SJBC members must be conscious of their role as ambassadors to the non-cycling and recreational cycling communities. The SJBC name and logo, such as on apparel, is an advertising vehicle for the club.

Our guiding principles:

1. Abide by all relevant traffic regulations whether on individual or group rides; respecting rules of the road and maintaining safe riding habits. Failure to abide by bicycling traffic laws, if observed by the public can be extremely detrimental to the club's image.
2. Assist any rider having mechanical or physical difficulties on SJBC rides when they are unable to continue to ride safely.
3. Speak and act with the intentions of including others
4. Honor language an individual chooses for themselves
5. Not make assumptions about gender, race, ability, skill level, or knowledge
6. Listen when something I do or say is hurtful
7. Respect the Indigenous stewardship of the land we ride on
8. Make intentional space in cycling for Black, Indigenous, people of color, and trans people

As an SJBC member I promise to practice good sportsmanship and conduct myself in a respectable manner at all cycling and non-cycling events where I am representing SJBC. ("Representing the club" is considered to be anytime you are at an event where you are registered or volunteering as an SJBC member, and/or anytime you are wearing apparel that includes the name and/or logo of SJBC, including but not limited to, social media and other technology/networking platforms.)

Inappropriate and unacceptable behavior includes but is not limited to:

1. Physical or verbal abuse to any person/group or property while riding or at any club event, including use of foul language, or making obscene gestures towards any person.
2. Malicious actions at an SJBC event that endangers the well-being of others.
3. Unlawful activity, including theft or fraud, intentional damage to property; and use, sale, possession, or distribution of illegal drugs.
4. Non-consensual physical contact of people or bikes, threatening or bullying behavior, unwanted sexual advances, and any other inappropriate behavior.
5. Conduct or speech (verbal, written, or online) which is hostile, abusive, shaming, harassing, or discriminatory toward others. This includes, but is not limited to, conduct in relation to age, disability, socioeconomic status, education, national origin, marital status, pregnancy, religion, race, ethnicity, sexual orientation, or gender identity.

6. Other inappropriate conduct that reflects poorly on SJBC and/or upon cycling in general.

7. Repeated failure to honor commitments undertaken as an SJBC member. 8. Failure of any member to report inappropriate activity or unacceptable activity as noted in the following:

Members who experience or witness inappropriate or unacceptable activity as outlined above are expected to promptly report the issue to a club officer (President, Vice-president, Secretary, or Treasurer). The activity will be investigated and appropriate action or inaction will be taken. To facilitate a prompt investigation, we urge that such reports be in writing with a description of the incident(s), names of the individuals involved, names of witnesses; and relevant dates, times, and locations. Disciplinary actions may result in the revocation of all membership perks and/or privileges. All members demonstrating a manifest unwillingness to meet this Code of Conduct will be subject to suspension of club privileges or their club membership.

SJBC Membership is a privilege. Membership may be revoked, suspended, or denied; if after due consideration, an assembled quorum of the Board determines by supermajority vote, that a member is in material violation of this Code of Conduct.

If I am a USA Cycling member and/or license holder (including all SJBC Race Team members), I will also abide by the the USA Cycling Code of Conduct (<https://www.usacycling.org/about-us/governance/code-conduct>) and the Athlete Protection Policies (<https://legacy.usacycling.org/athlete-protection-policies.htm>). Any violation of these policies could result in a USAC investigation and/or suspension or removal of the member from the club.

As approved by the SJBC Board on 13 April 2021

Signed:

Printed name: _____

Date of birth: _____

If signer is a minor, this must also be signed by a parent/guardian:

Printed name: _____