



## *TriSports Cycling/Eclipse Racing*

### **Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement**

PLEASE READ THIS CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT THAT IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

I, \_\_\_\_\_, hereby acknowledge and agree that (1) there are certain dangers in the sport of cycling, and I assume these risks with full understanding that serious injuries, even death may result from my participation in the sport of cycling and on the TriSports Cycling/Eclipse Racing team. I have been advised by TriSports Cycling/Eclipse Racing, Inc. that it is my responsibility to seek a physician's advice and release before participating on TriSports.com Cycling/Eclipse Racing, Inc.'s team; and that (2) there may be other risks not known to me or that are not reasonably foreseeable at this time. **I HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE ABOVE AND OTHER RELATED RISKS, KNOWN OR UNKNOWN, WHICH MAY ARISE FROM OR RELATE TO MY PARTICIPATION OR ASSOCIATION ON TRISPORTS CYCLING/ECLIPSE RACING, INC.'S TEAM.**

In consideration of TriSports Cycling/Eclipse Racing, Inc. accepting my application to become a member of its racing team, I acknowledge that by signing this document:

I hereby release, waive, discharge and promise not to sue TriSports Cycling/Eclipse Racing, Inc., its owners, shareholders, directors, officers, members, agents or employees, and each of them, from all liabilities, claims, demands, responsibilities, causes of actions, or expenses (including, without limitation, judgments, attorneys' fees and court costs) arising out of or related to participation or association on TriSports Cycling/Eclipse Racing, Inc.'s team, including any injury, death or damage arising out of the negligence of the above-named parties or otherwise.

In further consideration of being on TriSports Cycling/Eclipse Racing Inc.'s team, I hereby agree to indemnify, pay, protect, defend and hold harmless TriSports Cycling/Eclipse Racing Inc.'s team, its owners, shareholders, officers, members, agents or employees, and each of them from all losses, liabilities, damages or costs that I may incur arising out of or related to my participation or association on Eclipse Racing, Inc.'s team whether caused by the negligence of TriSports Cycling/Eclipse Racing, Inc., its owners, shareholders, directors, officers, members, agents or employees or otherwise.

I expressly agree that this Agreement is binding on my estate, heirs, administrators, next of kin and assigns. I agree that this Agreement is the entire agreement between myself and TriSports Cycling/Eclipse Racing Inc., with respect to the subject matter set forth herein and that any modifications or changes to this Agreement must be in writing and signed by me and a representative of TriSports Cycling/Eclipse Racing, Inc. I also acknowledge that this Agreement is intended to be as broad and inclusive as permitted by the

laws of the State of Arizona. I agree that if any portion of this Agreement is determined to be invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same effect as the original and the balance of the Agreement shall remain in full force and effect. This Agreement is executed in Pima County, Arizona and the parties agree that Arizona law shall govern any dispute connected herewith. This Agreement is entered into pursuant to A.R.S. §12-553, as the same may be amended, and pursuant to any other applicable laws and regulations.

I represent and covenant to TriSports Cycling/Eclipse Racing, Inc. that I have sufficient personal health, accident and liability insurance to cover injuries or property damage that I could sustain or cause while engaging on TriSports Cycling/Eclipse Racing, Inc.'s team. I certify to TriSports Cycling/Eclipse Racing, Inc. that, other than as set forth in the space below or on documents attached hereto, I have no physical or mental conditions, and that I am taking no medication which will adversely affect my ability to engage on TriSports Cycling/Eclipse Racing, Inc.'s team.

**Athletes under the age of 18 Including Parental Consent**

In addition to the waiver and release of liability set forth above, if the athlete is under the age of eighteen (18), written permission in the form of a signature to this Agreement by the minor athlete's parent or legal guardian is required before the minor may participate on TriSports Cycling/Eclipse Racing, Inc.'s team. Minor athlete's parent and/or legal guardian, hereby agrees to the above terms and conditions and hereby waives, releases, discharges, holds harmless, and indemnifies TriSports Cycling/Eclipse Racing, Inc. and all of its shareholders, owners, officers, directors, respective agents, members, managers, sponsors, participants, volunteers, and employees, and all other associates from any and all damages which may arise from or related to the minor's association or participation on TriSports Cycling/Eclipse Racing, Inc.'s team.

***I have read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement and I fully understand its terms. I understand that I have given up substantial rights by signing it and have signed it freely and voluntarily without any incident, assurance or guarantee being made to me.***

IN WITNESS WHEREOF, this Agreement is duly executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Rider Signature: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_