

# 2011 WAIVER & DECLARATION

Waiver must be received before your Membership/License will be processed – faxed/scanned copies will be accepted.

## WAIVER, RELEASE & INDEMNITY (All applicants must sign, including those under 18 years of age)

I understand and agree that my participation in events, programs, races, or activities organized, operated, conducted and/or sanctioned by the Canadian Cycling Association and/or Provincial Associations and Various CCA Clubs and Members registered with CCA is conditional upon my execution of this document.

1. I am aware that cycling, and in particular competitive cycling, endurance and BMX racing, involves the possibility of injury or death.
  2. I accept these risks, and all others arising from these events and programs, even if arising from the negligence, gross negligence or negligent rescue by those associated in any way with the Canadian Cycling Association events and programs I may be involved in, the venues at which these events and programs takes place or by those organizing, officiating, or participating in these events and programs throughout the year, including their respective officers, directors, employees, agents, servants, volunteers and representatives (the "Releasees").
  3. I understand that all applicable rules for participation must be followed and that **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, including my physical and emotional preparation and fitness to participate in all events and programs throughout the year.
  4. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time, at any event or program, I feel unable or unfit to safety continue for any reason.
  5. I give, a **FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I have, or may have in the future, against Canadian Cycling Association, and all other Releasees from all liability for any loss damage, injury or expense that I may suffer as a result of my participation in any part or parts of the events or programs or my presence at any venue at which they may take place, due to any cause whatsoever including the forms of negligence set forth in paragraph 2 above or from any breach of contract or statutory duty or other duty of care including any duty of care owed under the relevant Occupier's Liability Act, on the part of the Releasees .
  6. I **AGREE NOT TO SUE** and I further agree **TO INDEMNIFY AND SAVE HARMLESS** the Releasees from all expenses, fees, liability or damage award or cost of any type whatsoever arising from my participation in these events or programs.
- I **HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY**. I am aware that by signing this agreement I am waiving substantial legal rights (on my behalf and on behalf of my heirs, executors, administrators and next of kin), including the giving up of my right to sue.

RIDER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## DECLARATION

1. I hereby declare that I am aware of no reason why I should not be issued with the license requested.
2. I declare that I have not applied for a license for the same year to the UCI or to any other National Federation.
3. I assume exclusive liability for this application and for the use that the UCI shall make of the license
4. I hereby undertake to respect the Constitution and Regulations of the International Cycling Union, its Continental Confederations and its National Federations.
5. I shall participate in cycling competitions or events in a fair and sporting manner. I shall submit to disciplinary measures taken against me and shall take any appeals and litigation before the authorities provided for in *The Regulations*. With that reservation, I shall submit any litigation with the UCI exclusively to the tribunals at UCI headquarters.
6. Should I participate in a cycling race where a drug test is conducted under the UCI Drug-Test Regulations and the CCES regulations, I agree to submit to a drug test.
7. I agree that the results of the analysis may be made public and communicated in detail to my club/team/trade team or to my paramedical assistant or doctor.
8. I undertake to submit any protests concerning drug abuse to the "Court of Arbitration for Sport" (CAS), whose decision I shall accept as final.
9. I accept that all urine samples taken shall become property of the UCI which may have them analyzed, especially for the purposes of health protection research and information.
10. I agree that my doctor or the doctor of my club, team or trade team may, on request from the UCI or the CCES, communicate to them a list of any medicines I took and treatment I underwent before any given competition.
11. I accept the conditions regarding blood testing and accept to undergo blood tests.

RIDER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## PARENTAL CONSENT FOR MINOR PARTICIPANT and INDEMNITY AGREEMENT (Must be signed by a Parent/Guardian for all Applicants under 18 years)

I have read and understood the above waiver, release and indemnity, and have discussed the same with the minor person signing above. I am satisfied the said minor understands the waiver and release and his/her obligations as set out. In consideration of the participation of my minor child/ward I too agree to waive, release and indemnify the Releasees in the terms set out above.

I am aware that by signing this agreement I am waiving substantial legal rights, which my minor child/ward and I, our respective heirs, executors, administrators and next of kin may have against the Releasees.

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_