

Speed River Cycling Club

2010 Membership Application Instructions

Thanks for your interest in the Speed River Cycling Club. The Speed River CC is a volunteer-run, non-profit, high performance cycling club, formed by enthusiastic and knowledgeable cyclists for cyclists in the Guelph area.

Club Goals: Promote road, mountain bike, and cyclocross cycling in the Guelph area by providing local cyclists a positive environment in which to improve skill and fitness levels.

Note: To better serve the club members who have contributed to the growth and success of the club a high performance model has been adopted which allows us to focus our limited resources on the development and support of competitive cyclists and serious recreational riders. As the club grows, our resources increase, and demand warrants, we plan on expanding our program offerings to the non-competitive, recreational rider.

Club Benefits:

- weekly organized group training rides;
- club message board access for communication with other club members;
- discounts on club clothing;
- insurance coverage while participating in club activities through our affiliation with the OCA;
- various club events throughout the year, including special rides and/or trips, social events, and races;
- sponsor benefits for club members (product promotions, discounts, etc.).

Our Sponsors: Speed River Bicycle, Inc.

Club Eligibility: Anyone is invited to join the club, provided they meet and adhere to the following criteria:

- they wear a certified helmet for all club rides;
- they are aware that cycling is an inherently strenuous activity with a relatively high degree of risk;
- their bicycle(s) are in good mechanical order;
- for road rides:
 - ability to ride minimum average speed of 26 km/hr for 2 hours without breaks;
 - road bike with drop handlebars required;
- they follow the SRCC Risk Management Plan policies;
- they have paid all club dues, and submitted signed waivers;
- they have fun and try to be positive at all times!

Club Dues:

Full Club Membership*: **\$30 per year**

*Full Club Membership fee applies to those **with** valid UCI/CCA Race License, OCA Citizens Permit, or current membership in another OCA-affiliated club.

- insurance fee has already been paid as part of your race license fee, citizens permit fee, or your other club membership fee
- SRCC **strongly** encourages members to obtain a race license or citizens permit through the Ontario Cycling Association
- copy of race license, citizens permit, or club membership card **must** be included with application

Additional Insurance Fee**: **\$25 per year**

Additional Insurance Fee applies to those **without valid UCI/CCA Race License, OCA Citizens Permit, or current membership in another OCA-affiliated club.

- if you obtain race license or citizens permit after paying additional insurance fee, this fee will be refunded
- this fee is **not optional** and is **in addition to** the Full Club Membership fee (**total payable = \$55**)

Application Instructions:

- SRCC Application Form
 - Complete application form and **sign in two places**.
- SRCC Parent/Legal Guardian form - for members < 18 years old
 - If applicant is under 18 years of age, complete the SRCC Parent/Legal Guardian form. A parent or legal guardian **must sign and date** this form.
- CCA Insurance Waiver
 - Complete the Waiver, Release & Indemnity form. Be sure to **sign and date** this form.
 - If applicant is under 18 years of age a parent or legal guardian must also **sign and date** this form.

Mail completed application forms, waivers, and full payment to:
Speed River Cycling Club, 294 Suffolk Street West, Guelph, N1H 2K3

Completed application forms, waivers, and full payment may also be dropped off at:
Speed River Bicycle, 135 Wyndham Street North, Guelph, N1H 4E9

If applicable, be sure to include copy of your OCA permit/license.

Questions or further information:

web: www.speedrivercyclingclub.org

email: info@speedrivercyclingclub.org

Speed River Cycling Club

2010 Membership Application

Club Membership Fee \$30 + OCA Insurance Fee \$25 = \$55 Total

OCA Insurance Fee does not apply if you have OCA Race License or Citizen's Permit

Please Print

Mandatory Information

Name: _____ Age**: _____ Date of Birth: _____

Street Address: _____ Apt (if applicable): _____

City: _____ Province: _____ Postal Code: _____

Home Telephone: (____) _____ Work Telephone: (____) _____

Emergency Contact: Name: _____ Phone: (____) _____

Optional Information

E-mail: _____ Please send me SRCC email (circle): YES / NO

OCA Race License / Citizen's Permit Number: _____ (copy of license/permit **must** be provided)

Cycling Interests: _____

Are you interested in: Helping with cycling club activities? YES / NO Acting as a group ride leader? YES / NO

PLEASE NOTE: Application is not complete unless the CCA WAIVER, RELEASE & INDEMNITY form is signed and witnessed.

****For club members under 18 years of age the SRCC PARENT/LEGAL GUARDIAN form must also be completed.**

In accordance with the Personal Information Protection and Electronic Documents Act I hereby consent to the Speed River Cycling Club's collection and/or possession of all personal information set out in this application form as well as any personal information which I may have previously provided to the Speed River Cycling Club. I hereby consent to the Speed River Cycling Club's use of this personal information from time to time to advise me of activities and meetings of the Speed River Cycling Club, to contact an appropriate person in the event of an emergency or accident affecting me and to apply and enforce any by-laws of the Speed River Cycling Club. In addition, I hereby consent to the Speed River Cycling Club disclosing such personal information from time to time to the Ontario Cycling Association and other bodies affiliated to that agency, including its insurers, or to others when it is required or permitted by law. By my execution of this application for membership, I hereby consent to these uses and disclosures of my personal information.

The undersigned by executing this application below hereby applies to become a member of the Speed River Cycling Club from January 1st of the current year to January 31st of the following year. In consideration of the Speed River Cycling Club accepting my application for membership, I agree to abide by all by-laws of the Speed River Cycling Club and general rules of conduct as may be established from time to time by the Speed River Cycling Club or its Board of Directors and to further abide by all regulations and requirements of the Ontario Cycling Association, the Canadian Cycling Association and the Highway Traffic Act (Ontario) during my participation in all Speed River Cycling Club activities

By signing I acknowledge that I have read and understood the WAIVER, RELEASE AND INDEMNITY below.

Applicant's Signature: _____ Date: _____ **←SIGN HERE**

WAIVER, RELEASE AND INDEMNITY

I am aware that by signing this application I am waiving substantial legal rights, including the giving up of my right to sue.

I understand and agree that my participation in events, programs, races, or activities organized, operated, conducted, and/or sanctioned by the **Speed River Cycling Club ("the Club")** is conditional upon my execution of this document.

I am aware that cycling involves the possibility of injury or death, and I accept these risks and all others arising from all events and programs, even if arising from the **negligence, gross negligence, or negligent rescue** by those associated in any way with **the Club**, events and programs I may be involved in, the venues at which these events and programs take place or by those organizing, officiating, or participating in these events and programs throughout the year, including their respective officers, directors, employees, sponsors, agents, servants, volunteers and representatives (the "Releasees").

I understand that all applicable rules for participation and the rules, regulations, and by-laws of **the Club** 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, and that 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.

I give, a **FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I have, or may have in the future, against **the Club**, 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 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.

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.

Applicant's Signature: _____ Date: _____ **←SIGN HERE**

OFFICE USE ONLY

Money Received:

Date:

Waivers Signed:

Copy of OCA License/Permit:

Member Number:

WAIVER, RELEASE & INDEMNITY

2010 Insurance Waiver and Declaration

NAME: _____ AGE: _____ DATE OF BIRTH (YY/MM/DD): _____ / _____ / _____

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.

SIGNATURE: _____ DATE: _____

PARENTAL CONSENT FOR MINOR PARTICIPANT and INDEMNITY AGREEMENT

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.

SIGNATURE _____ DATE: _____

PLEASE READ:

By completing this form you have given permission for the Ontario Cycling Association to use your likeness in the form of photographs for promotional purposes without notification.

Occasionally, our mailing list is made available to reputable companies and organizations whose products, services and events may be of interest to you. If you prefer not to have your name made available, please check below. To receive the Ontario Cycling Association's e-newsletter, please sign up at www.ontariocycling.org.

I do not want to be on this mailing list.

SRCC Parent / Legal Guardian Form

ACKNOWLEDGEMENT, RELEASE AND INDEMNITY

I/We, _____ being the parent(s)/legal guardian(s) of _____ (herein "my/our child"), for good and valuable consideration, the receipt whereof being hereby acknowledged, do hereby agree and acknowledge:

1. that I/we have read and understand fully the attached WAIVER, RELEASE AND INDEMNITY agreement;
2. that I/we have explained to my/our child the consequences of signing the said WAIVER, RELEASE AND INDEMNITY agreement;
3. that the said WAIVER, RELEASE AND INDEMNITY agreement is on the whole beneficial to my/our child;
4. that I/we do hereby release the Club, its members, officers, directors, employees, independent contractors, agents, affiliated clubs and associations, and volunteers ("**Releasees**") from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, in respect of all damages I/we might suffer as a consequence of me/us or my/our child sustaining personal injury, death, or property losses ("**Loss**" or "**Losses**") while my/our child prepares for or participates, or both, in the cycling programs, races and activities referred to in the attached WAIVER, RELEASE AND INDEMNITY agreement, notwithstanding that such injury, death or loss, may have been caused solely or partly by the negligence of the Club, or any of its members, officers, directors, employees, independent contractors, agents, affiliated clubs or associations, or volunteers;
5. that I/we agree to indemnify and hold harmless the Club, its members, officers, directors, employees, independent contractors, agents, affiliated clubs and associations, and volunteers from any and all damages or losses any kind as a result of any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of the said Club or any of its members, officers, directors, employees, independent contractors, agents, affiliated clubs and associations, and volunteers that may be made or initiated by, or on behalf of my/our child, arising out of or connected with my/our child's preparation for or participation in, or both, any of the cycling programs, races, or activities referred to in the attached WAIVER, RELEASE AND INDEMNITY agreement;
6. I recognize that this release may be in addition to the release I must sign as a condition of participation/membership and that I am bound by the terms and conditions of both documents;
7. that I/we have been given the opportunity and have been encouraged to see independent legal advice prior to signing this agreement;
8. that I/we understand clearly that the Club would not permit my/our child to participate in any such cycling programs, races and activities unless I/we signed the ACKNOWLEDGEMENT, RELEASE AND INDEMNITY, that this ACKNOWLEDGEMENT, RELEASE AND INDEMNITY applies to all the aforesaid cycling programs, races and activities whether occurring in the near or distant future, and that the terms of this Agreement need not be brought to my attention each time my/our child prepares for or participated, or both, in a cycling program, race or activity in order to be effective;
9. that the term cycling programs, races and/or activities as used in this ACKNOWLEDGEMENT, RELEASE AND INDEMNITY includes without limiting the generality of that term, all races, training sessions, clinics, programs and events that are in any way authorized, sanctioned, organized or operated by either of the Club and/or any affiliated association;
10. that this ACKNOWLEDGEMENT, RELEASE AND INDEMNITY is binding on myself/ourselves, my/our respective heirs, and my/our respective executors, administrators, personal representatives and assigns.

Date: _____/_____/2010

Parent's(s') or Legal Guardian's(s') Signature: _____

Relationship: Parent(s) Legal Guardian(s) Other _____