

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 _____