

# Berkshire Cycling Association Membership Application And Release

Name  
 First: \_\_\_\_\_ M.I.: \_\_\_ Last: \_\_\_\_\_  
 Address  
 Street: \_\_\_\_\_  
 \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_

Check here if you don't want your name and number listed in club publications: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_  
 \_\_\_\_\_  
 (For statistical information only - this does not constitute a clothing order.)  
 Jersey Size: S \_\_\_ M \_\_\_ L \_\_\_ XL \_\_\_ XXL \_\_\_ Shorts Size: S \_\_\_ M \_\_\_ L \_\_\_ XL \_\_\_ XXL \_\_\_  
 USCF Information, if applicable: Category: \_\_\_\_\_ License Number: \_\_\_\_\_  
 NORBA Information, if applicable: Category: \_\_\_\_\_ License Number: \_\_\_\_\_

**I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING THE BERKSHIRE CYCLING ASSOCIATION AND ITS OFFICERS, MEMBERS, SPONSORS, AND AFFILIATES (COLLECTIVELY "RELEASEES") FROM LIABILITY. THIS ENTRY BLANK AND RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.**

**In consideration of the Berkshire Cycling Association's (BCA) acceptance of my application for club membership, 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 cycling events and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation, the following: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, **THE RELEASEES' OWN NEGLIGENCE**, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with athletic cycling activities.

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 Berkshire Cycling Association, its sponsors, officers, organizers and promoters, and club members and the League of American Bicyclists through or by which the events 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 connection with, or arising out of, my participation in or association with the events, or travel to or return from the events.

I agree it is my sole responsibility to be familiar with the course, the Releasee's rules, and any special regulations for the events. I understand and agree that situations may arise which may be beyond the immediate control of the officials or organizers, and I must continually ride so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my cycling equipment. I assume all responsibility and liability for the selection of safety equipment that can protect against serious injury. I have no physical or medical condition which to my knowledge, would endanger myself or others if I participate in BCA events, or would interfere with my ability to participate in BCA events.

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 my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or as a consent to any subsequent waiver or modification.

Every term and provision of this agreement 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 applicant \_\_\_\_\_  
 Today's date \_\_\_\_\_

## CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of \_\_\_\_\_ (Child). My Child is fit for participation, and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE MEMBERSHIP APPLICATION AND RELEASE AGREEMENT**. In consideration of allowing my Child to participate, I consent to it and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD**, my 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 attorney's fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's participation in club events, **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 claim arising from my Child's participation in the club events.

**Signature of parent or guardian** \_\_\_\_\_

**Date** \_\_\_\_\_

Club dues are \$20.00 per calendar year. Make checks payable to Berkshire Cycling Association. Mail applications to:

Berkshire Cycling Association  
 328 Dalton Division Road  
 Pittsfield, MA 01201-2122