



Summit Cycling Camps Liability Waiver

Introduction

NOTICE TO ALL RIDER: PLEASE READ THE FOLLOWING LEGAL AGREEMENT ("AGREEMENT") CAREFULLY, FOR THE CONDITIONS OF ATTENDANCE FOR THE CAMPS AND ASSOCIATED ACTIVITIES CONDUCTED BY SUMMIT CYCLING CAMPS, INC. (also know as "SCC"). BY SIGNING THIS AGREEMENT, YOU ("RIDER") CONSENT TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT.

Definition and Representations

"Activities" as referred to in this Agreement, include: Bicycle riding, racing, training, seminars and related activities, excursions, transportation by/in SCC support vehicles, viewing camp activities, demonstrations, shop and manufacturer tours, and other events related to the Summit Cycling camps. The undersigned represent that they are fully aware of the risks of these Activities. The undersigned represent that they are aware that they should consult a physician regarding participation in the Camp and that participation has been approved by such physician if one has been consulted.

CYCLING IS A DANGEROUS ACTIVITY AND CAN RESULT IN THE SERIOUS INJURY OR DEATH OF THE RIDER. Risks associated with cycling include without limitation, motor vehicles, road and bike path surface conditions, narrow roads and bike paths, debris, health conditions, high altitude, rain, snow, wind, fog, poor equipment maintenance, mechanical or equipment failure, driver (motor vehicle) error, rider (cyclist) error, low or limited visibility, unfamiliarity with route of ride.

1. **Assumption of Risk.** The undersigned, hereby assumes all risk of participation in the Activities associated with the Summit Cycling camps including without limitation those listed above, whether such risks are caused by negligence of any person or otherwise.
2. **Waiver, Release, Discharge, Agreement Not to Sue.** The undersigned hereby fully release, waive claims against, discharge and agree not to sue, Summit Cycling Camps, Inc, or its representatives, seminar speakers, ride leaders, camp sponsors, special guests, directors, agents, employees, independent contractors, representatives of each, from any and all liability to the undersigned their personal representative, heirs, assigns for any and all damage, injury or death of Rider, while the Rider is engaged in the Activities, whether caused by carelessness or negligence of SCC, directors, sponsors, staff, or guests of Summit Cycling Camps.

The undersigned assumes full and exclusive responsibility for Rider's cycle(s), cycle related equipment, and personal property during the duration of the camp, inclusive of travel to and from the camp.



3. **Indemnify and Hold Harmless.** The undersigned, hereby agree to indemnify and holds harmless Summit Cycling Camps, Inc., seminar speakers, ride leaders, camp sponsors, directors, agents, employees, independent contractors, representatives of each from any loss, liability or damage, including attorney's fees incurred from any suit, demand or legal action arising out of any alleged injury, damage or death resulting from Rider's engagement in all Activities, whether such injury, damage, death is alleged to or did result from the negligence of any person.
4. **Medical Care.** Although the undersigned acknowledge that there is no obligation of any person to provide participants with medical care during or after the Activities, in the event that emergency medical care is rendered to Rider, the undersigned hereby consent to such care under the conditions detail Paragraph 1, 2, 3 and 4 of this Agreement.
5. **Use of likeness.** The undersigned agrees to grant permission to SCC to utilize their likeness in photographic, video and audio media, and to freely duplicate and make use of the undersigned's likeness as content on the SCC website, or in SCC promotional materials in video/audio or print media.
6. **Miscellaneous.** This Agreement is governed by the laws of the United States and the State of Colorado, without reference to conflict of laws principles. Any legal action concerning or arising out of this Agreement must be brought in the State of Colorado. By signing this agreement and the terms there in, the undersigned expressly agree to waiver Rider's rights to contest personal jurisdiction and venue or move to transfer the action to another jurisdiction outside the State of Colorado under state or federal statues. This Agreement sets forth all conditions for attendance at the Summit Cycling Camps and is the complete, exclusive, and final embodiment of the entire agreement between the undersigned and SCC with regard to the subject matter hereof. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein. This Agreement may not be modified except by a written addendum issued by a duly authorized representative of Summit Cycling Camps, Inc. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by Summit Cycling Camps, Inc. or a duly authorized representative of SCC. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

I have read this liability waiver fully, understand that it is legally binding, and accept the terms freely and voluntarily as indicated by signing below:

Rider signature: _____

Date: _____