

Participant Agreement, Release and Assumption of Risk (The Agreement) – Frazier Cycling Inc.

Participant's Name _____ DOB _____ Age _____

Street Address _____

City, State, Zip _____

Home Phone _____ Cell Phone _____

Email Address _____

Emergency Contact _____ Phone _____ Relation _____

Emergency Contact _____ Phone _____ Relation _____

In consideration for engaging the services Frazier Cycling Inc., their agents, owners, officers, directors, representatives, assigns, affiliates, volunteers, participants, employees, insurers, and all other persons or entities acting in any capacity on their behalf, (herein after referred to as "Frazier Cycling"), I on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate, and insurers, agree as follows:

I acknowledge that my or my child(ren)'s participation in the Frazier Cycling Junior Camp Program, coaching, group ride, training rides, practices, races, cycling event, or any other Frazier Cycling activity ("the Activity") whether run, sponsored, promoted or encouraged by Frazier Cycling, including travel to or return from such Activity, entails known and unanticipated risks that could result in physical or emotional injury including, but not limited to broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to myself, my child(ren), or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activity. I expressly agree and promise to accept and assume all of the risks existing in the Activity. My and/or my child(ren)'s participation in the Activity is purely voluntary and I elect to participate, or allow my child(ren) to participate in spite of the risks.

If I and/or my child(ren) are injured, I acknowledge that I and/or my child(ren) may require medical assistance including but not limited to physician, hospital, lab, drug and device expenses, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense. The following policies or coverages are available to cover the cost of medical care to treat any injury incurred by the Participant(s):

Insurance Company _____

Policy # _____

Phone # of Company _____

I UNDERSTAND AND AGREE THAT FRAZIER CYCLING WILL NOT PAY FOR ANY COSTS OR EXPENSES INCURRED BY ME OR ON MY BEHALF IF I AND/OR MY CHILD(REN) ARE INJURED.

In consideration of Frazier Cycling allowing my participation in the Activity, I for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or assigns, do agree to hold harmless, release and discharge Frazier Cycling of and from all claims, demands, causes of action, legal liability, and injuries, including death, whether the same be known or unknown, anticipated or unanticipated, due to Frazier Cycling's negligence. I, for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or any assigns, further agree I shall not bring any claims, demands, legal actions, and causes of action against Frazier Cycling for any economic and non-economic losses due to

bodily injury, death, property damage sustained by me and/or my minor child(ren) that are in any way associated with the Activity. Should Frazier Cycling or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I for myself and on behalf of my child(ren), and/or legal ward, heirs, administrators, personal representatives or assigns, agree to indemnify and hold them harmless for all such fees and costs.

I represent that, based upon a recent physical examination by a licensed medical provider, to the best of my knowledge that I and/or my child(ren) have no medical or physical condition that would affect my or my child(ren)'s ability to participate in bicycling, racing/riding or any Frazier Cycling Activity or that my or my child(ren)'s participation would endanger my or my child(ren)'s health. I further certify that I am willing to assume the risk of any medical or physical condition that I or my child(ren) may have. If I or my child(ren) suffer an injury or illness while participating in a Frazier Cycling Activity, and if I am unable to consent to medical treatment, Frazier Cycling is authorized to contact the above emergency contacts to obtain such consent to treatment. In the event that I am unable to give consent and Frazier Cycling is unable to contact either of the emergency contacts at the telephone numbers above, I hereby authorize Frazier Cycling to obtain such emergency medical care or treatment as Frazier Cycling deems necessary. I further consent to the provision to me or my child(ren) of such emergency medical care or treatment as is deemed reasonably necessary by a licensed physician. This consent is signed solely for the purpose of authorizing medical treatment under emergency circumstances in which I am unable to give my consent to treatment.

I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State courts located in the County of Gwinnett, State of Georgia. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State courts located in the County of Gwinnett, State of Georgia, shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party hereby waives any right it may have to a jury trial with respect to any proceeding arising in connection with this Agreement, and stipulates that any proceeding will be decided by a bench trial if a trial is required. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

I further grant Frazier Cycling the right, without reservation or limitation, to photograph, videotape, and/or record me and/or my child(ren) and to use my or my child(ren)'s name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this Activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Frazier Cycling on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I understand this Agreement and I voluntarily agree to be bound by its terms.

x _____ Date _____
PARTICIPANT'S SIGNATURE

I further certify that I am the parent or legal guardian of the child(ren) listed above on this Agreement or that I have been granted power of attorney to sign this Agreement on behalf of the parent or legal guardian of the child(ren) listed above.

x _____ Date _____
PARENT/GUARDIAN'S SIGNATURE

PRINT NAME