

## 2010 NEW HAMPSHIRE MOTOR SPEEDWAY BICYCLE TRAINING RACE SERIES RELEASE

This release applies to the following dates scheduled for the 2010 Bicycle Training Race Series: **April 15, 22, 29; May 6, 13, 20, 27; June 3, 10, 17; July 1, 8, 15, 22, 29; August 5, 12, 19, 26; September 2, 9, 23, 2010.** This release shall also apply to additional or substitute dates if they become available during 2010. These dates are collectively referred to as "this event."

### Please Complete the Following Information

Today's Date: \_\_\_\_\_  
Race Entered (circle one) **A B C D Jr.**  
Racing Age (as of December 31, 2010) \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_  
Emergency Contact Phone: \_\_\_\_\_

**I acknowledge that by signing this document, I am assuming risks and agreeing to indemnify, not to sue, and release from liability New Hampshire Cycling Club/Team New Hampshire, New Hampshire Motor Speedway, S&W Sports and their respective agents, independent contractors performing services for them, employees, volunteers, members, sponsors, promoters and affiliates (collectively "Releasees"), and that I am giving up substantial legal rights. This release is a contract with legal and binding consequences and it applies to all races and activities entered at this event, regardless whether or not listed above. I have read this release carefully before signing. I understand what it means, and I agree to its terms by signing this document.**

In consideration of the acceptance of my application for entry in this event, I hereby freely agree to and make the

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following contractual representations and agreements. **I acknowledge that bicycling is an inherently dangerous sport and fully realize the dangers of participating in this event,** whether as a rider, official, coach, mechanic, volunteer, or otherwise, and **fully assume the risks associated with such participation including,** by way of example, and not limitation: dangers associated with man-made and natural objects; the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment or materials provided by this event organizer and others, **the Releasees' own negligence,** the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury or death associated with this event. 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 Releasees and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with this event, and their respective agents, officials, and employees through or by which this event 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 this event, or travel to or return from this event. I agree it is my sole responsibility to be familiar with the race course, the Releasees' rules and any special rules for this event and agree to comply with all such rules. I understand and agree that situations may arise during this event which may be beyond the control of the Releasees, and I must participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with this event. I will wear a helmet which is approved by ANSI or SNELL and that can protect against serious head injury, and assume all responsibility

and liability for the selection of such a helmet. I have no physical or medical condition which would endanger myself or others if I participate in this event, or would interfere with my ability to safely participate in this event.

I agree, for myself and my Successors, that the above representations are contractually binding and are not merely recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending such claims. This contract may not be modified orally. A waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. Every term and provision of this contract 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 Entrant

### Consent and Release of Parent or Guardian

I am the parent or guardian of \_\_\_\_\_  
My child is fit for this event and I consent to my child's participation in this event. **I have read and I understand the above contract.** In consideration of allowing my child to participate, I consent to the contract and agree that **its terms shall likewise bind me, my child** and our 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 legal fees and costs) as a direct or indirect result of injury or death to me or my child because of my child's participation in this event **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 this event.

\_\_\_\_\_  
Signature of Parent or Guardian