

# 2012 Lightning Velo Membership Application

Notice: This membership application is a contract with legal consequences.

Read page 1 carefully before signing and submitting it. You must also complete and submit page 2.

In consideration of the acceptance of my membership, I hereby freely agree to and make the following contractual representations and agreements. Knowing the risks of bicycle riding, training, and racing, I hereby agree to assume those risks, and to release and hold harmless all persons or entities mentioned below.

In that serious accidents occur during bicycle riding, training, and racing and that participants in bicycle riding, training, and racing risk sustaining mortal or serious personal injuries and property damage as a consequence thereof.

I hereby waive, release and discharge for myself, my heirs, executors, administrators, legal representatives, assigns, and successors in interest (hereinafter collectively "successors") any and all rights and claims, including but not limited to claims for negligence, which I have or which may hereafter accrue to me against the officers and members of Lightning Velo, for 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 riding, training, and racing.

I agree it is my sole responsibility to be familiar with the ride course, Bylaws or Lightning Velo, USA Cycling rules, and all rules and laws pertaining to riding on public roads. I accept responsibility for the condition and adequacy of my bike and equipment. I will ride wearing a helmet that satisfies the requirements of the current USA Cycling Rulebook and that can protect against serious head injury. I assume all responsibility and liability for the selection of such a helmet.

I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in Lightning Velo activities, or would interfere with my ability to participate in such activities.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I and/or my successors assert my claim in contravention of this agreement, I and/or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending such claims. 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. This agreement supersedes, modifies and takes the place of any prior Lightning Velo "Membership Release."

PARENT or GUARDIAN of a Minor: I as parent or guardian of the named minor(s) on page 2, hereby give my permission for my child or ward to participate in Lightning Velo activities, and further agree, individually and on behalf of my child or ward, to the terms of the above.

**Signature of Primary Member** \_\_\_\_\_ Date \_\_\_\_\_

Signature of Family Member 2 \_\_\_\_\_ Date \_\_\_\_\_

Signature of Family Member 3 \_\_\_\_\_ Date \_\_\_\_\_

Signature of Family Member 4 \_\_\_\_\_ Date \_\_\_\_\_

**Signature of Parent or Guardian of Minor(s)** \_\_\_\_\_ Date \_\_\_\_\_

Thanks, but please *do not* add me to the LV Yahoo! Group.

## Privacy Statement

Lightning Velo collects personally identifiable information when you apply for a membership. When you apply for a Lightning Velo membership, we ask for your name, email address, birth date, address, phone numbers, and emergency contact information. Once you become a Lightning Velo member, you are not anonymous to us.

Lightning Velo uses information for four general purposes: to provide member communication, to contact you about special events, and to provide club members a contact list. Lightning Velo will not sell or rent your personally identifiable information to anyone.

You may request withholding of your personally identifiable information from distribution to club members on the contact list by sending an email or letter to the Membership Director of Lightning Velo.

Lightning Velo may amend this policy from time to time. If we make any substantial changes in the way we use your personal information we will notify you by posting a prominent announcement in our newsletter or other communication instrument.

